

TC98-151

TC98-151

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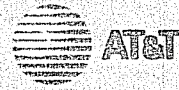
In the Matter of

IN THE MATTER OF THE FILING BY
AT&T COMMUNICATIONS OF THE
MIDWEST, INC. FOR APPROVAL OF
AT&T DIGITAL LINK SERVICE

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
9/4 98	Filed and Resubmitted;
9/10 98	Weekly Filings;
9/16 98	Motion for Leave to Intervene by DTH DTI and OCT;
10/7 98	Motion for Admission by Resident Practicing Attorney (Wm. P. Heston);
10/8 98	Order Granting Intervention;
2/5 99	Revised AT&T Digital Link Service Tariff;
3/30 99	Order Approving Withdrawal of Filing and Closing Docket;
5/30 99	Docket Closed.

TC98-151



RECEIVED

SEP 04 1998

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

September 3, 1998

Mr. Bill Bullard
Executive Director
SD Public Service Commission
500 East Capital Avenue
Pierre, SD 57501

Re: AT&T Digital Link Service for Local Exchange Service in South Dakota

Dear Mr. Bullard:

This filing introduces AT&T Digital Link Service which is a Local Exchange Service for business customers. AT&T Digital Link Service permits local calling capability from a customer's premise utilizing Direct Outward Dialing over dedicated digital facilities.

AT&T requests that this tariff be approved to be effective simultaneously with your decision granting AT&T's emergency motion which is also being filed today or with your approval of the final Contract whichever occurs first. This tariff is filed with an effective date of October 5, 1998, however, AT&T is prepared to refile the tariff with a different date if the effective date is other than October 5, 1998. Please be aware that implementation may take additional time due to dependence on completion of trunk orders.

If you have any questions concerning the above, please feel free to contact me at (402) 476-0300.

Sincerely,

Loren Hiatt (LH)
Loren Hiatt

LH/rm

Enclosures

AT&T Communications
of the Midwest, Inc.
State of South Dakota
Issued: September 3, 1998

LOCAL EXCHANGE
SERVICES
TARIFF

Effective: October 5, 1998

Original Title Page

TC98-151

AT&T COMMUNICATIONS MIDWEST, INC.

LOCAL EXCHANGE SERVICES

REGULATIONS

AND

SCHEDULES OF RATES

SOUTH DAKOTA

AT&T Communications
of the Midwest, Inc.
State of South Dakota
Issued: September 3, 1998

LOCAL EXCHANGE
SERVICES
TARIFF

Effective: October 5, 1998

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LOCAL EXCHANGE SERVICES

APPLICATION OF TARIFF

1.1 APPLICATION OF TARIFF

1.1.1 General

This Tariff applies to the furnishing of Local Exchange Services, defined herein, by AT&T Communications of the Midwest, Inc., South Dakota (hereinafter referred to as the "Company" or "AT&T"). Local Exchange Services are furnished for the use of end users in placing and/or receiving local telephone calls within the Local Service Area. Services, features and functions will be provided where facilities, including but not limited to: billing capability, technical capability and the ability of the Company to purchase service elements from appropriate tariffs for resale are available.

The provision of Local Exchange Services is subject to the existing regulations, terms and conditions specified in this Tariff and the Company's current tariffs and may be revised, added to or supplemented by superseding issues.

AT&T reserves the right to offer its Customers a variety of competitive services as deemed appropriate by the Company.

Effective: October 5, 1998

LOCAL EXCHANGE SERVICES

APPLICATION OF TARIFF

1.2 TARIFF FORMAT

1.2.1 Page Numbers

Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially in each Section. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 4 and 5 would be 4.1.

1.2.2 Page Revision Numbers

Page revision numbers also appear in the upper right hand corner of the page. These numbers are used to determine the most current page on file. For example, a 4th Revised Page cancels a 3rd Revised Page.

1.2.3 Numbering Sequence

There are nine levels of alpha-numeric coding. Each level is subservient to its previous higher level. The following is an example of the numbering sequence used in this Tariff.

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a)
2.1.1.A.1.(a)I.
2.1.1.A.1.(a)I.(i)
2.1.1.A.1.(a)I.(i)(l)

Effective: October 5, 1998

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APPLICATION OF TARIFF

1.2 TARIFF FORMAT (Cont'd)

1.2.4 References to Other Tariffs

Whenever reference is made to other tariffs, the reference is to the tariff in force as of the effective date of the reference, and to amendments thereto and successive issues thereof.

1.2.5 Explanation of Tariff Revisions Symbols

These symbols will appear in the right hand margin, when applicable.

- (C) - To signify changed regulation
- (D) - To signify discontinued material
- (I) - To signify rate increase
- (M) - To signify material moved from or to another part of the tariff with no change, unless there is another symbol present
- (N) - To signify new material
- (R) - To signify rate reduction
- (T) - To signify a change in text but no change in rate or regulation

1.2.6 Trademarks and Service Marks

Trademarks and Service Marks to the extent, if any, used throughout this Tariff, are Trademarks and Service Marks of AT&T and are as specified in the Table of Contents and/or the appropriate Service Section of this Tariff.

Effective: October 5, 1998

LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.1 General

The Company undertakes to provide the services offered in this Tariff on the terms and conditions and at the rates and charges specified herein.

Local Exchange Services consist of furnishing one-way or two-way communication to or from a demarcation point on the Customer's premises and another demarcation point within a Local Service Area as specified in Section 3 of this Tariff.

Services, features and functions will be provided where facilities including but not limited to: billing capability and technical capabilities are available without unreasonable expense to the Company.

The Company's obligation to furnish service, features and/or facilities is also dependent upon its ability to provide, secure and retain, without unreasonable expense to the Company (a) suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment, (b) suitable space for its plant and facilities in the building where service is or is to be provided, (c) facilities for interconnection from alternate suppliers.

Except as may otherwise be specified in this Tariff, service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.

In the event of a dispute, the non-prevailing party may be liable for reasonable court costs and attorneys' fees.

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LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.2 Terms and Conditions

Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. The Customer may also be required to execute any other documents as may reasonably be requested by the Company in connection with the provisioning of Local Exchange Services.

At the expiration of the initial term specified in each service order, or of any extension thereof, service shall continue on a month to month basis at the then current month to month rates until terminated. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.3 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of the Company's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.4 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make services available to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability, except as stated or expressly provided for in this Tariff.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment provided or installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby degrade the technical parameters of the service provided to the Customer.

Effective: October 5, 1998

LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.4 Provision of Equipment and Facilities (Cont'd)

- D. Equipment the Company provides, installs or has installed on its behalf at the Customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities.
- F. When the facilities or equipment of other companies are used by the Customer, the Company is not liable for any act, error, omission or interruption caused by the other company or their agents or employees. This includes but is not limited to:
 - 1. The provision of a signaling system database by another company;
 - 2. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 3. The reception of signals by Customer-provided equipment.
- G. The Customer shall be responsible for the payment of service charges, as set forth herein, for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.5 Customer Equipment

A Customer may transmit or receive information or signals via the facilities of the Company by use of Customer-provided equipment.

A. Station Equipment

Customer-provided equipment on the Customer premises, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer.

The Customer is responsible for ensuring that Customer-provided equipment and wiring connected to Company equipment and facilities is compatible with such Company-provided equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and facilities by the connection, operation or maintenance of the Customer-provided equipment and wiring must be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. If the Company, in its sole discretion, reasonably determines that additional protective equipment is required to prevent such damage or injury, it shall be provided at the Customer's expense.

B. Inspections

Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections at the Customer's premises as may be necessary to determine that the Customer is complying with the requirements set forth in this Tariff.

If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company may immediately and without notice deny service when the Customer (a) subjects Company or non-Company personnel to hazardous conditions, (b) circumvents the Company's ability to charge for its services, prevent and protect against fraud or (c) acts in a way that may cause immediate harm to the local exchange network or other Company services.

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LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.2 LIABILITY OF THE COMPANY

2.2.1 Service Liability

- A. The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit by a Customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of a service, and subject to the provisions following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. In no event shall the Company be liable for special, reliance, consequential or other such damages. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this Tariff as a Credit Allowance for Interruptions and Service Quality Guarantees.
- B. The Company is not liable for any act or omission of any other communications utility which furnishes a portion of a service.
- C. The Company is not liable for damages to a premises resulting from the furnishing of service including the installation and removal of equipment or facilities and associated wiring, unless the damage is caused solely by the Company's negligence.
- D. The Company shall be indemnified, defended, and held harmless against any claim, loss or damage arising from the use of service offered under this Tariff, involving:
 1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
 2. Claims for patent infringement arising from the Customer or authorized user combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
 3. All other claims arising out of any act or omission of others in the course of using services provided pursuant to this Tariff.

LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.2 LIABILITY OF THE COMPANY (Cont'd)

2.2.1 Service Liability (Cont'd)

- E. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer and user against all claims, losses or damages by any person relating to the service provided pursuant to this Tariff when used in an explosive atmosphere.
- F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Tariff. The Company will defend the Customer and authorized user against claims of patent infringement arising solely from the use by the Customer or authorized user of services offered under this Tariff and will indemnify such Customer or authorized user for any damages awarded based solely on such claims.
- G. The Company's failure to provide or maintain services under this Tariff shall be excused by labor difficulties, facility availability, governmental orders, civil commotions, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the F.C.C.'s Rules and Regulations, acts of God and other circumstances beyond the Company's reasonable control.
- H. In no event shall the Company be liable for special, reliance, consequential or other such damages.

LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.2 LIABILITY OF THE COMPANY (Cont'd)

2.2.2 Temporary Suspension for Repairs

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give Customers who may be affected as reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the Customer the least inconvenience. When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of communications or Customer's service.

2.2.3 Credit Allowance for Interruptions

Except as may otherwise be specified in this Tariff, interruptions of twenty-four hours or more, which are reported to or detected by the Company, and which are not due to the negligence or willful act of the Customer are credited to the Customer at the proportionate monthly charge (1/30 of the service monthly recurring charge) involved for each twenty-four hours or fraction thereof of interruption. Credit is not allowed for interruptions to service of less than twenty-four hours.

No interruption allowance shall be made for failures in facilities provided with or by other carriers except as may otherwise be provided in other Sections of this Tariff.

No interruption allowance shall apply where service is interrupted by the negligence or willful act of the Customer or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due the Company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the Customer is responsible for providing electric power.

Effective: October 5, 1998

LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.1 Customer Responsibilities

A. The Customer shall be responsible for:

1. The payment of all applicable charges pursuant to this Tariff;
2. Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or the noncompliance by the Customer with these regulations, or by fire or theft or other casualty on the Customer premises, unless caused by the sole negligence or willful misconduct of the employees or agents of the Company;
3. Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
4. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of any associated equipment or facilities used to provide Local Exchange Services to the Customer from the cable building entrance or property line to the location of the equipment or facilities space described above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided equipment or facilities, shall be borne entirely by, and may be charged by the Company to the Customer;

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GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.1 Customer Responsibilities (Cont'd)

A. The Customer shall be responsible for: (Cont'd)

5. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees, agents and/or suppliers shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance in such area by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
6. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible under this section; and granting or obtaining permission for Company employees, agents and/or suppliers to enter the premises of the Customer for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
7. Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.

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GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.1 Customer Responsibilities (Cont'd)

B. Claims

With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

1. Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
2. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.1 Customer Responsibilities (Cont'd)

C. Resale

1. All Company Local Exchange Services are available for resale unless otherwise specifically indicated.
2. Customers, who subscribe to Local Exchange Services and resell the services to others, shall be the Customer of Record. The Customer of Record shall be responsible for complying with all laws and regulations of the State of South Dakota which relate in any way to the Customer of Record's provision of local telephone services, including, but not limited to, laws and regulations regarding consumer protection, billing and collection practices, tariffing obligations, and the payment of applicable taxes.
3. The Company will bill the Customer of Record who is at all times responsible for payment of the full amount of all charges incurred. The Company is not responsible for the allocation of usage or charges for resold services. The Customer of Record is responsible for allocating charges to its end users.
4. The Company will communicate with the Customer of Record with respect to ordering, provisioning, maintenance, repair, billing, collection and other matters related to Local Exchange Services. The Company has no obligation to provide notice to, or communicate with the Customer of Record's end users.
5. With respect to resold services, applications for service as well as requests for additions, rearrangements or discontinuances of service will be accepted only from the Customer of Record.
6. In connection with the marketing of its services, the Customer of Record may not directly or indirectly (1) use AT&T's trade names, trademarks, service marks, registered marks or other indicia of origin (or confusingly similar names, marks or other indicia) in a manner that may cause third parties (including the Customer of Record's end-users) to believe that service provided by the Customer of Record is AT&T service; or (2) use AT&T's corporate logos, or trade dress (or confusingly similar logos or trade dress).
7. The furnishing of special arrangements to resellers is subject to the regulations set forth in this Tariff.

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LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.1 Customer Responsibilities (Cont'd)

C. Resale (Cont'd)

8. Use of AT&T Marks

When Local Exchange Service is resold, neither the Customer nor any other reseller or intermediary in the sales chain between the Customer and an end user may make any use (including but not limited to use in advertising, promotional materials, Internet or other on-line website, stationery, business cards, billing material or signage) of AT&T's name, logo, trademarks and service marks (registered and unregistered), trade dress or other symbols that serve to identify and distinguish AT&T from its competitors ("AT&T's Marks"), or of any confusingly similar name, logo, trademarks and service marks (registered and unregistered), trade dress or other symbols, except that a reseller may:

- (a) use AT&T's Marks in comparative advertising solely to identify AT&T as a competitor, or to identify AT&T's competing services, provided such use is not made in a factually incorrect or misleading context or in a manner that is likely to cause confusion or mistake, or to deceive or to identify AT&T as an underlying provider of the reseller's service;
- (b) use AT&T's Marks pursuant to the terms of a separate written brand licensing agreement;
- (c) use AT&T's name to the extent it is specifically required by Statute, regulation or other government requirement to do so, and;

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LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.1 Customer Responsibilities (Cont'd)

C. Resale (Cont'd)

8. Use of AT&T Marks (Cont'd)

(d) indicate, in response to an unsolicited inquiry from an end user (including a prospective end user), that it uses AT&T as its underlying carrier, provided the reseller also:

- (1) advises the end user that a portion of its service will be provided using reseller's own switching or transmission facilities (if applicable);
- (2) identifies any other long distance providers the reseller uses in providing service to the end user;
- (3) advises the end user it will not be an AT&T Customer for the resold service, and;
- (4) does not emphasize AT&T's name more than either its own name or that of any other long distance provider the reseller uses.

For purposes of this provision, Local Exchange Service is resold if the Customer (or any other reseller or intermediary in the sales chain between the Customer and an end user) uses local exchange service to reoffer telecommunications service to others (with or without "adding value") for profit.

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LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.4 CONNECTIONS OF TERMINAL EQUIPMENT AND COMMUNICATIONS SYSTEMS

2.4.1 Recording of Two-Way Telephone Conversations

Local Exchange Services are not represented as adapted to the recording of two-way telephone conversations. However, Customer-provided voice recording equipment may be directly, acoustically or inductively connected with Local Exchange Services for the recording of such conversations. When such connections are made, the Customer-provided voice recording equipment shall be so arranged that at the will of the user it can be activated or deactivated. In addition, one of the following conditions must apply:

1. All parties to the telephone conversation must give their prior consent to the recording of the conversation, and their prior consent must be obtained in writing or be part of, and obtained at the start of, the recording, or
2. A distinctive recorder tone, repeated at intervals of approximately fifteen seconds, is required to alert all parties when the recording equipment is in use. The distinctive recording tone can be provided as part of the recording equipment, or
3. All parties to the telephone conversation must be verbally notified at the beginning of the conversation and the notification must be recorded as part of the call, by the recording party.

A. Exceptions

The exceptions to the foregoing requirements are as follows:

1. Recordings made of incoming calls to telephone numbers publicized for emergencies involving health or safety of life and property (e.g., emergency situations involving fire, health care, police, public utilities and emergency road service) and outgoing calls made in immediate response to such calls.
2. Recordings of calls made for patently unlawful purposes, such as bomb threats, kidnap ransom requests and obscene telephone calls. Outgoing calls made in immediate response to such calls are also excepted.
3. Recording of calls made by Federal, State or local law enforcement authorities, or federal intelligence authorities, acting under cover of law.

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LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.4 CONNECTIONS OF TERMINAL EQUIPMENT AND COMMUNICATIONS SYSTEMS
(Cont'd)

2.4.2 Violation of Regulations

When any terminal equipment or communications system is used with Local Exchange Services in violation of any of the provisions of this Tariff, the Company will take immediate action, based on the circumstances, to protect its services or interests, including disconnection of the service, and will promptly notify the Customer of the violation. The Customer shall discontinue such improper use of the terminal equipment or communications system or correct the violation and shall confirm in writing to the Company within 10 days, following the receipt of written notice from the Company, that such use has ceased or that the violation has been corrected. Failure of the Customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above shall result in disconnection of the Customer's service until such time as the Customer complies with the provisions of this Tariff.

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LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.5 PAYMENTS AND CHARGES

2.5.1 Establishment and Re-establishment of Credit

The Company may conduct a credit investigation of each Commercial and/or Consumer Service Customer or applicant prior to accepting the service order, Customer deposit or advance payment. A Customer whose service has been discontinued by the Company for nonpayment of bills for Local Exchange Services will be required to pay all bills due the Company for telecommunications services or make other arrangements satisfactory to the Company and to re-establish credit before service is restored or any service started.

2.5.2 Billing and Collection

The Customer is responsible for payment of all charges for equipment or facilities and services furnished by the Company to the Customer.

The Company will establish a monthly billing date for each Customer account and shall bill all charges incurred by, and credits due to the Customer under this Tariff. Recurring charges are billed in advance of the month(s) in which service is provided, except where prohibited by law. Usage sensitive charges will be billed for the preceding billing period. Recurring charges and usage sensitive charges for the Federal Government will be billed in arrears. Bills are due by the payment due date shown on the bill.

When service does not begin on the first day of the billing cycle, or end on the last day of the billing cycle, the charge for the fraction of the billing cycle in which service was furnished will be calculated on a pro rata basis.

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LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.5 PAYMENTS AND CHARGES (Cont'd)

2.5.3 Billing Disputes

The Customer is responsible for notifying the Company of any charges in dispute and the specific basis of such dispute. The Company reserves the right to require such notice to be in writing. All charges not in dispute shall be paid by the Customer by the payment due date. Upon notification of a dispute, the Company shall undertake an investigation of the disputed charges. At the conclusion of the investigation, the Company shall notify the Customer of any amount determined by the Company to be correctly charged and such amount shall become immediately due and owing. Amounts determined by the Company to be correctly charged shall also be subject to the late payment charge specified in this Tariff.

The Customer must provide the Company with notice of a dispute within one hundred and twenty (120) days from the bill date.

2.5.4 Advance Payments

The Company may require a Customer or applicant to make an advance payment as a condition of continued or new service. The Company reserves the right to require from an applicant for service, advance payments of recurring and nonrecurring charges, estimated usage charges, and other charges and guarantees in such amount as may be deemed necessary by the Company for safeguarding its interests. In addition, where special construction is involved, advance payment of the construction charges quoted may be required at the time of application. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made.

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GENERAL REGULATIONS

2.5 PAYMENTS AND CHARGES (Cont'd)

2.5.5 Deposits

The Company may require a deposit, or an increase in the amount of deposit, of a Customer who cannot establish a credit standing satisfactory to the Company. If the actual bills of the Customer subsequently rendered prove that the deposit is either insufficient or excessive, the deposit may be changed in accordance with the facts.

Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service

Deposits held will accrue 7% simple interest in accordance with South Dakota Public Utilities Commission regulations.

A deposit and it's accrued interest is returned to the Customer, less any amounts due the Company when service is discontinued or after 12 months of non-delinquent service. Even though a deposit is made, the Customer must still pay bills, including any advance payments, when requested. A Customer's payment of a deposit does not waive or modify the Company's practice of disconnecting service for failure to pay any bills.

2.5.6 Returned Check Charges

In addition to any late payment charges specified in this Tariff, the Customer will be assessed a charge of \$ 15.00 for each check, draft, or electronic funds transfer submitted by the Customer to the Company which a financial institution refuses to honor.

2.5.7 Minimum Period Charge

Except as may otherwise be specified in this Tariff, the minimum period for service is one month. When a service is discontinued prior to the expiration of the minimum period, the minimum period charge will apply. In addition, all nonrecurring charges associated with the provision of the service will be billed.

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GENERAL REGULATIONS

2.5 PAYMENTS AND CHARGES (Cont'd)

2.5.8 Late Payment Charge

If any portion of the Customer's payment is received by the Company after the payment due date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, a late payment charge shall be due to the Company, provided billing capability exists. The late payment charge shall be the portion of the payment not received by the date due, multiplied by a factor. The late payment factor shall be 1.5% per month.

Late payment charges do not apply to the disputed portion of unpaid balances, if resolved in favor of the Customer. The disputed portion of unpaid balances, if resolved in favor of the Company, may be subject to the late payment charge as of the original due date noted on the Customer's bill. Undisputed amounts of the same bill may be subject to the late payment charge if they remain unpaid by the due date noted on the Customer's bill.

Collection procedures and security deposit requirements are unaffected by the application of the late payment charge.

The late payment charge does not apply to final accounts.

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GENERAL REGULATIONS

2.6 CANCELLATION, DISCONTINUANCE AND CHANGES

2.6.1 Cancellation of Service

A. Cancellation of Application for Service

When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

Where the Company incurs an expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies.

The charges described above will be calculated and applied on a case-by-case basis.

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GENERAL REGULATIONS

2.6 CANCELLATION, DISCONTINUANCE AND CHANGES (Cont'd)

2.6.1 Cancellation of Service (Cont'd)

B. Cancellation of Service

If a Customer cancels a service order or terminates services before the completion of the term for any reason whatsoever, the Customer agrees to pay to the Company the following:

1. All nonrecurring charges reasonably expended by the Company to establish service to the Customer; and
2. Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by the Company; and
3. All recurring charges specified in the applicable tariff for the balance of the then current term; and
4. Any other charges set forth in this Tariff or in the service order for such early cancellation or termination.

The above sums shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, as set forth in this Tariff.

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GENERAL REGULATIONS

2.6 CANCELLATION, DISCONTINUANCE AND CHANGES (Cont'd)

2.6.2 Discontinuance of Service

The Company may discontinue or refuse to furnish any and/or all service(s) to the Customer or Applicant for service without incurring any liability if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities, equipment, assets, or services.

If a Customer (or any reseller or intermediary in the sales chain between the Customer and an end user) fails to comply with Section 2.3.C.8 (Use of AT&T's Marks), preceding, the Company may, on written notification to the Customer, immediately deny requests for additional service and/or restrict service to the non-complying Customer. If the non-compliance is not cured to AT&T's reasonable satisfaction within 30 days after the date of notification, the Company may discontinue the service upon five days prior written notice to the Customer (such cure may require, among other things, corrective communications with end users, in addition to cessation of the non-complying use of AT&T's Marks). The Company may pursue any other available remedies with respect to the conduct that constitutes the non-compliance.

The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. In addition, the Company may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer, to be immediately due and payable.

In the event the Company incurs fees or expenses, including attorneys' fees, in collecting or attempting to collect any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

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GENERAL REGULATIONS

2.6 CANCELLATION, DISCONTINUANCE AND CHANGES (Cont'd)

2.6.2 Discontinuance of Service (Cont'd)

- A. The Company may, without incurring any liability, discontinue or suspend service upon 5 days notice, or refuse service if:
1. The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of communications services or its planned use of the Company's service(s); or
 2. The Customer states that it will not comply or fails to comply with a request of the Company for deposits or advance payments, as specified in this Tariff; or
 3. The Customer uses service without payment for the service or the Customer fails to pay any amounts owing to the Company for services to which the Customer subscribes or had subscribed or used.

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GENERAL REGULATIONS

2.6 CANCELLATION, DISCONTINUANCE AND CHANGES (Cont'd)

2.6.2 Discontinuance of Service (Cont'd)

- B. The Company may, without incurring any liability, discontinue or suspend service without notice, or refuse service if:
1. The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of communications services, or its planned use of the Company's service(s); or
 2. The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or
 3. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - (a) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this Tariff; or
 - (b) Using tricks, schemes, false or invalid numbers, false credit devices, or electronic devices; or
 - (c) Any other fraudulent means or devices; or
 4. Any material portion of the facilities used by the Company to provide service to the Customer is condemned or a casualty renders all or any material portion of such equipment or facilities inoperable beyond feasible repair; or
 5. Any governmental order or directive calls for the discontinuance of service, the Customer alters the services to be provided, or the Customer violates an applicable law or regulation.

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GENERAL REGULATIONS

2.6 CANCELLATION, DISCONTINUANCE AND CHANGES (Cont'd)

2.6.3 Changes in Service

If the Customer makes or requests material changes in circuit engineering, equipment or facility specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, Customer's charges shall be adjusted accordingly.

2.6.4 Restoration of Service

When a Customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.

If any Customer's service is restored after having been disconnected in accordance with this Tariff but a Company service order to terminate such service has not been completed when such service is restored, the Customer may be required to pay a restoration of service charge.

If a service has been suspended, discontinued or disconnected for nonpayment, service will be re-established upon receipt of all charges due, which includes charges for services and facilities during the period of suspension and which may include a service restoration fee. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order or certified check. If such payment is made by personal check, restoration of service will be effected upon bank clearance of the check.

2.7 ASSIGNMENT OR TRANSFER OF SERVICE

The Customer may not assign or transfer its rights or duties in connection with the services and equipment or facilities provided by the Company without the written consent of the Company. The Company may assign its rights and duties without prior notice or consent (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company, or (c) pursuant to any financing, merger or reorganization of the Company.

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GENERAL REGULATIONS

2.8 PROVISION FOR CERTAIN LOCAL TAXES AND FEES

Any assessments, franchise fees, privilege, license, occupation, excise, or other similar fees or taxes, whether in a lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, to the rates and charges stated in the Company's standard schedules, in amounts which in the aggregate for the Company's Customers of any political entity shall be equal to the amount of any such fee or tax upon the Company. Company shall, so long as any such tax or fee is in effect, add to the bills of the Customers in such political entity pro rata on the basis of the revenue derived by Company from each such Customer, an amount sufficient to recover any such tax or fee, and may list this amount separately on the bill.

2.9 NOTICES AND COMMUNICATIONS

All notices or other communications required to be given pursuant to this Tariff will be in writing except where notice is provided in this Tariff. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication, or bill with the U.S. Mail or a private delivery service, postage prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, billing or other communications.

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GENERAL REGULATIONS

2.10 DEFINITIONS

Channel (DSO)

A channel (DSO) is a digital partition of a Digital Facility (DS1). There are 24 DSO channels which comprise, in its entirety, the terrestrial Digital Facility.

Commercial Service (Business)

Service is classified and charged for as Commercial Service where the use is primarily or substantially of a business, professional, institutional or occupational nature, or where a business directory listing is furnished.

Consumer Service (Residence)

Service is classified and charged for as Consumer Service where the primary use of the service is of a domestic nature and where the business use, if any, is merely incidental.

Customer

The person or legal entity that subscribes to service under this Tariff and is responsible for payment of tariffed charges for services furnished to that Customer.

Customer Premises

A Customer premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings on contiguous property.

Demarcation Point

The point at which common carriers terminate communications cabling in a building.

Digital Facility (DS1)

A Digital Facility (DS1) is a local channel service component capable of simultaneous two-way transmission of digital signals delivered at a transmission speed of 1.544 Million Bits per Second. The facility is comprised entirely of terrestrial facilities i.e., the facility does not have satellite channels in its make-up.

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GENERAL REGULATIONS

2.10 DEFINITIONS (Cont'd)

Exchange Area

A geographical area served by a Rate Center. The Company concurs with the Incumbent Local Exchange Carriers' exchange areas and exchange maps that are on file.

Local Exchange Service

A service which permits calling to stations in the Customer's Local Service Area.

Local Service Area

A Local Service Area is the region, comprised of one or more complete Exchange Area(s), within which a Customer can call another station at the rates and charges as specified in this Tariff.

Rate Center

A specified geographical location used for determining mileage measurements. A list of the applicable rate centers is set forth in AT&T's Tariff F.C.C. No. 10.

Resale

Resale is the reselling by a Customer of the Company service, facilities or equipment to others for a profit. A reseller is a Commercial Service Customer who is subject to the applicable rules and regulations of (1) the Communications Act of 1934, as amended, and the Federal Communications Commission and/or (2) the South Dakota Administrative Rules.

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SERVICE AREAS - EXCHANGES

✓ 3.1 GENERAL

The Company offers Local Exchange Service within U S WEST's territory and concurs with U S WEST's exchange areas and exchange maps filed by U S WEST.

3.2 AT&T DIGITAL LINK LOCAL SERVICE AREA

The AT&T Digital Link Local Service Area is comprised of one or more Exchange Area(s) that: (1) have a Rate Center within 33 miles of the Customer's Rate Center or AT&T Point of Presence (POP), as appropriate, within the LATA within the state of South Dakota, or (2) are outside the Customer's LATA or outside the state of South Dakota, but within the Customer's local calling area as defined by the Incumbent Local Exchange Carrier.

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SPECIAL ARRANGEMENTS

4.1 CONTRACTS

The Company may offer customized service packages under special arrangements on a case by case basis. Service offered under this Tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this Tariff.

4.2 PROMOTIONAL OFFERINGS

From time to time, the Company will introduce promotional offerings. The Company may offer services at a reduced rate, or offer incentives including gift certificates and coupons for promotional, market research or rate experimentation purposes.

4.3 MARKET TRIALS

The Company may offer service to test and evaluate service capabilities, implementation procedures, technical processes, etc., or for market research, including rate experimentation purposes. Such trials will be for a limited duration.

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AT&T DIGITAL LINK

9.1 DESCRIPTION

9.1.1 General

AT&T Digital Link is a Local Exchange Service which permits outward local calling capability from a Customer's premises utilizing Direct Outward Dialing (DOD) over dedicated digital facilities (as described in AT&T's Tariff F.C.C. Nos. 9 and 11). The Customer's premises must have a Customer- provided compatible Private Branch Exchange (PBX) system or a multi-line terminating system to originate the calls. AT&T Digital Link also permits outward local calling capability from a Customer's premises utilizing Direct Outward Dialing (DOD) over an external Local Exchange Company (LEC) provided Centrex Service. The Customer will be responsible for obtaining all necessary Centrex Service Automatic Route Selection (ARS) reprogramming. DOD capability is available where facilities and operating systems exist.

AT&T Digital Link is only available at locations where Customers subscribe to one or more of the following intrastate services provided under this Company's Custom Network Service Tariff:

Software Defined Network Service (SDN)
AT&T UniPlan[®] Service - Dedicated Access
AT&T UniPlan Service Basic Service Option
AT&T UniPlan Service FlatRate Pricing Option
AT&T UniPlan OneRate Service Option
AT&T UniPlan OneRate Service Option II
AT&T State Calling Service (SCS)
AT&T Virtual Telecommunications Network Service (VTNS)
AT&T CustomNetSM Service - Special Access

AT&T Digital Link calls using dedicated access will be rated from the originating rate center to the terminating rate center. AT&T Digital Link VTNS originating calls utilizing ISDN PRI nodal access will be rated from the closest AT&T Point-of-Presence (POP) for the corresponding service to the terminating rate center.

*Registered Service Mark of AT&T
**Service Mark of AT&T

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AT&T DIGITAL LINK

9.1 DESCRIPTION (Cont'd)

9.1.1 General (Cont'd)

AT&T Digital Link does not include any of the following: operator assisted services, Special Access Codes, Special Service Codes or Carrier Access Codes. The Customer is responsible for securing individual business lines, or other appropriate facilities, to access these services and/or codes, including:

- Conference Calls,
- Calls to Special Service Codes including 500, 700, 800, 888, or other toll free Special Access Codes, 900, 976, or N11 (where N=2-9) or other Special Access Codes that may be created,
- 10XXX or 101XXXX Carrier Access Codes (where X = 0-9)

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AT&T DIGITAL LINK

9.1 DESCRIPTION (Cont'd)

9.1.2 AT&T Digital Link Direct Outward Dialing Service (DOD)

AT&T Digital Link Direct Outward Dialing Service provides outward calling from the Customer's premises to the telecommunications network. DOD is only furnished where facilities exist.

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AT&T DIGITAL LINK

9.2 REGULATIONS

9.2.1 Provision of AT&T Digital Link

AT&T Digital Link may be utilized by Customers only for the completion of AT&T local calls that both originate and terminate within the AT&T Digital Link Local Service Area. Calls which terminate outside the AT&T Digital Link Local Service Area are provided under other appropriate tariffs.

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AT&T DIGITAL LINK

9.3 RATES AND CHARGES

AT&T Digital Link rates include usage-based charges which are billed in arrears, and apply to all AT&T Digital Link calls. Usage charges for AT&T Digital Link are determined by the following time periods.

9.3.1 Time Periods

Day, Evening, and Night/Weekend prices apply as follows for AT&T Digital Link calls:

	<u>From</u>	<u>To, But Not Including</u>	<u>Days Applicable</u>
Day	8:00 AM	5:00 PM	Monday - Friday
Evening	5:00 PM	11:00 PM	Sunday - Friday
Night/ Weekend	11:00 PM 8:00 AM 8:00 AM	8:00 AM 11:00 PM 5:00 PM	All days Saturday Sunday

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AT&T DIGITAL LINK

9.3 RATES AND CHARGES (Cont'd)

9.3.2 Software Defined Network Service

For rates applicable for AT&T Digital Link calls provided in connection with Software Defined Network Service, Schedule B refer to RATE LIST.

9.3.3 AT&T UniPlan Service

For rates applicable for AT&T Digital Link calls provided in connection with AT&T UniPlan Service - Dedicated Access refer to RATE LIST.

9.3.4 AT&T UniPlan Service Basic Service Option

For rates applicable for AT&T Digital Link calls provided in connection with AT&T UniPlan Basic Service Option - Dedicated Access refer to RATE LIST.

9.3.5 AT&T UniPlan Service FlatRate Pricing Option

For rates applicable for AT&T Digital Link calls provided in connection with AT&T UniPlan Service FlatRate Pricing Option - Dedicated Access refer to RATE LIST.

9.3.6 AT&T State Calling Service

For rates applicable for AT&T Digital Link calls provided in connection with AT&T State Calling Service, Schedule B refer to RATE LIST.

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AT&T DIGITAL LINK

9.4 RATES AND CHARGES (Cont'd)

9.3.7 AT&T Virtual Telecommunications Network Service (VTNS)

For rates applicable for AT&T Digital Link calls provided in connection with AT&T Virtual Telecommunications Network Service, Schedule B1 refer to RATE LIST.

9.3.8 AT&T CustomNet Service

For rates applicable for AT&T Digital Link calls provided in connection with AT&T CustomNet Service - Special Access refer to RATE LIST.

9.3.9 AT&T UniPlan OneRate Service Option

For rates applicable for AT&T Digital Link calls provided in connection with AT&T UniPlan OneRate Service Option - Special Access refer to RATE LIST.

9.3.10 AT&T UniPlan OneRate Service Option II

For rates applicable for AT&T Digital Link calls provided in connection with AT&T UniPlan OneRate Service Option II refer to RATE LIST.

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AT&T DIGITAL LINK

9.4 SERVICE QUALITY GUARANTEES

9.4.1 General

AT&T will provide a Service Quality Guarantee to AT&T Digital Link Customers. As specified in each individual guarantee, AT&T will offer a credit or delivery by an alternate means when AT&T Digital Link does not meet the Customer's quality expectations.

AT&T Digital Link Customers who are not satisfied with the quality of a call made over the Customers' subscribed service or are not satisfied with AT&T's efforts to restore an interrupted service or meet a service installation due date must contact AT&T and report their dissatisfaction in order to receive the Service Quality Guarantee Credit.

These AT&T Service Quality Guarantees are in lieu of any other credits specified in this Tariff. In the event that a Customer is eligible for credits under this Tariff and another AT&T tariff, the Customer will only receive the larger of the two credits.

AT&T Digital Link Call Satisfaction Guarantee, Service Interruption Satisfaction Guarantee, and Installation Satisfaction Guarantee apply only to AT&T Digital Link Customers who also subscribe to Software Defined Network Service, AT&T UniPlan Service or AT&T CustomNet Service provided under this Company's Custom Network Service Tariff.

AT&T Digital Link FAX Performance Guarantee applies only to AT&T Digital Link Customers who also subscribe to AT&T UniPlan Service or AT&T CustomNet Service provided under this Company's Custom Network Service Tariff.

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AT&T DIGITAL LINK

9.4 SERVICE QUALITY GUARANTEES (Cont'd)

9.4.2 Call Satisfaction Guarantee

Credit under this guarantee will be calculated based on eligible AT&T Digital Link Direct Outward Dial calls. A credit equal to the tariff charges for the reported local calls up to a maximum of 30 minutes per month will apply.

1. There is a maximum of one credit per reported call.
2. The credit will be applied to the net monthly billed charges for the Customers' subscribed service.
3. For AT&T CustomNet Service Customers, there is a maximum credit of \$50.00 per Main Billed Account, per 12 month period. Such period will begin with the first full billing month in which the Customer receives their first credit under this guarantee.
4. Customers receiving credit under this Guarantee are not entitled to any other Service Quality Guarantees or any other compensation for unsatisfactory service provided in this Tariff.

9.4.3 Service Interruption Satisfaction Guarantee and Installation Satisfaction Guarantee

A. Service Interruption Satisfaction Guarantee

A credit will apply as specified in this section following when the Customer is not satisfied with AT&T's efforts to restore service which has been interrupted due to the performance of AT&T's tariffed service to one or more locations of the Customer.

B. Installation Satisfaction Guarantee

A credit will apply as specified in this section following when AT&T does not meet the installation due date agreed to by AT&T and the Customer and the Customer is not satisfied with AT&T's efforts to meet the service installation due date.

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AT&T DIGITAL LINE

9.4 SERVICE QUALITY GUARANTEES (Cont'd)

9.4.4 AT&T FAX Performance Guarantee (Cont'd)

C. Description

If an eligible FAX call, as described above fails, the FPG will provide Customer assistance through the Domestic FAX Service Center (DFSC) twenty-four hours a day, seven days a week. Access to the DFSC is by way of a toll-free number at no cost to the Customer. The DFSC provides an analyst who will work with the Customer to isolate and resolve the trouble. Unless it is determined that the cause of the problem is Customer premises equipment related, the DFSC will initially attempt to re-FAX the document via AT&T equipment. If that fails, the DFSC will offer to place the Customer in touch with a Domestic Express Delivery Service of AT&T's choice, to deliver the FAX in accordance with the arrangements agreed to by the Customer and the Domestic Express Delivery Service, at AT&T's expense up to the annual maximum number of documents per Customer per calendar year, as specified in this section following, for the Type of AT&T Service on which the FAX delivery trouble occurred. The value of the Domestic Express Delivery Service will not exceed \$50.00 per document.

A Customer document is defined as printed material containing text and/or graphics, of up to 50 pages, 8 1/2" x 11" in size. Larger numbers of pages shall be considered multiple documents.

D. Domestic Express Delivery Alternative

The maximum annual number of documents to be offered to any Customer per calendar year under this section preceding, for the listed AT&T service on which the FAX delivery trouble occurred, will be as follows:

<u>AT&T Service Type</u>	<u>Maximum Documents Per Customer Per Calendar Year</u>
AT&T CustomNet Service	2
AT&T UniPlan Services	8

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of the Midwest, Inc.
State of South Dakota
Issued: September 3, 1998

LOCAL EXCHANGE
SERVICES
TARIFF

Effective: October 5, 1998

RATE LIST
Original Page 1

LOCAL EXCHANGE SERVICES

9. AT&T DIGITAL LINK

Software Defined Network Service

A. Schedule B

	Initial 18 Seconds or Fraction			Each Additional 6 Seconds or Fraction		
	Day	Evening	N/W	Day	Evening	N/W
0 - 33	\$.0054	\$.0054	\$.0054	\$.0018	\$.0018	\$.0018

AT&T UniPlan Service - Dedicated Access

	Initial 30 Seconds or Fraction			Each Additional 6 Seconds or Fraction		
	Day	Evening	N/W	Day	Evening	N/W
0 - 33	\$.0090	\$.0090	\$.0090	\$.0018	\$.0018	\$.0018

AT&T UniPlan Service Basic Service Option - Dedicated Access

	Initial 30 Seconds or Fraction			Each Additional 6 Seconds or Fraction		
	Day	Evening	N/W	Day	Evening	N/W
0 - 33	\$.0100	\$.0100	\$.0100	\$.0020	\$.0020	\$.0020

AT&T UniPlan Service FlatRate Pricing Option - Dedicated Access

	Initial 30 Seconds or Fraction			Each Additional 1 Second or Fraction		
	Day	Evening	N/W	Day	Evening	N/W
0 - 33	\$.0090	\$.0090	\$.0090	\$.0003	\$.0003	\$.0003

AT&T Communications
of the Midwest, Inc.
State of South Dakota
Issued: September 3, 1998

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Effective: October 5, 1998

LOCAL EXCHANGE SERVICES

9. AT&T DIGITAL LINK (Cont'd)

AT&T State Calling Service

A. Schedule B

Initial 18 Seconds or Fraction			Each Additional 6 Seconds or Fraction		
Day	Evening	N/W	Day	Evening	N/W
0 - 33	\$.0048	\$.0048	\$.0048	\$.0016	\$.0016

AT&T Virtual Telecommunications Network Service (VTNS)

A. Schedule B1

Initial 18 Seconds or Fraction			Each Additional 6 Seconds or Fraction		
Day	Evening	N/W	Day	Evening	N/W
0 - 33	\$.0054	\$.0054	\$.0054	\$.0018	\$.0018

AT&T CustomNet Service - Special Access

Initial 30 Seconds or Fraction			Each Additional 1 Second or Fraction		
Day	Evening	N/W	Day	Evening	N/W
0 - 33	\$.0090	\$.0090	\$.0090	\$.0003	\$.0003

AT&T UniPlan OneRate Service Option - Special Access

Initial 30 Seconds or Fraction			Each Additional 1 Second or Fraction		
Day	Evening	N/W	Day	Evening	N/W
0 - 33	\$.0060	\$.0060	\$.0060	\$.0002	\$.0002

AT&T Communications
of the Midwest, Inc.
State of South Dakota
Issued: September 3, 1998

LOCAL EXCHANGE
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Effective: October 5, 1998

LOCAL EXCHANGE SERVICES

9. AT&T DIGITAL LINK (Cont'd)

AT&T UniPlan OneRate Service Option II

	Initial 30 Seconds or Fraction			Each Additional 1 Second or Fraction		
	<u>Day</u>	<u>Evening</u>	<u>N/W</u>	<u>Day</u>	<u>Evening</u>	<u>N/W</u>
0 - 33	\$.0060	\$.0060	\$.0060	\$.0002	\$.0002	\$.0002

AT&T Communications
of the Midwest, Inc.
State of South Dakota
Issued: September 3, 1998

LOCAL EXCHANGE
SERVICES
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Original Page 4

Effective: October 5, 1998

LOCAL EXCHANGE SERVICES

9. AT&T DIGITAL LINK (Cont'd)

SERVICE QUALITY GUARANTEES

Service Interruption Satisfaction Guarantee and Installation
Satisfaction Guarantee

Following is the schedule of credit applicable to eligible
services, per Service Type, per Main Billed Account

<u>AT&T Service Type</u>	<u>Maximum Credit Per Service Type Per Location Per Event</u>
AT&T CustomNet Service	\$25.00
AT&T UniPlan Services	\$300.00
Software Defined Network Service	\$300.00

<u>AT&T Service Type</u>	<u>Maximum 12-Month Credit Per Service Type For Main Billed Account</u>
AT&T CustomNet Service	\$300.00
AT&T UniPlan Services	\$2,000.00
Software Defined Network Service	\$5,100.00

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of September 4, 1998 through September 10, 1998

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five business days of this filing. Phone: 605-773-3705. Fax: 605-773-3809.

TELECOMMUNICATIONS

TC98-151 In the Matter of the Filing by AT&T Communications of the Midwest, Inc., for Approval of AT&T Digital Link Service.

AT&T filed to introduce AT&T Digital Link Service in its Local Exchange Service tariff for business customers. AT&T Digital Link Service permits local calling capability from a customer's premise utilizing Direct Outward Dialing over dedicated digital facilities. This tariff is filed with an effective date of October 5, 1998.

Staff Analyst: Harlan Best
Staff Attorney: Karen Cremer
Date Filed: 09/04/98
Intervention Deadline: 09/21/98

TC98-152 In the matter of the Interconnecton Agreement between the City of Hawarden and Heartland Telecommunications Company of Iowa

On September 4, 1998, the Commission received an interconnection agreement between the City of Hawarden, Iowa and Heartland Telecommunications Company of Iowa. Any person wishing to comment on the parties' request for approval may do so by filing written comments with the Commission and the parties to the agreement no later than September 24, 1998. Parties to the agreement may file written responses to the comments no later than October 14, 1998.

Staff Attorney: Camron Hoseck
Date filed: 09/04/98
Responses due: 09/24/98

NOTICE OF DRAFT RULES

The Commission will post draft telecommunications rules on its website by Monday, September 14, 1998. The Commission anticipates opening a rulemaking on those draft rules by the end of September.

You may receive this listing and other PUC publications via our website or via internet e-mail. You may subscribe to the PUC mailing list at <http://www.state.sd.us/state/executive/puc/puc.htm>



Dakota Telecommunications Group

RECEIVED

SEP 17 1998

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

September 16, 1998

FAX Received SEP 16 1998

Tradition

Technology

Talent

Teamwork

William J. Bullard
Executive Director
South Dakota Public Utilities Commission
East Capitol
Pierre, SD 57501

RE: TC98-148 MOTION TO INTERVENE and
TC98-151 MOTION TO INTERVENE

HEADQUARTERS
P.O. Box 66
29705 453RD AVENUE
BREMEN, SOUTH DAKOTA
57037-0066

605.263.3301
800.239.7501
FAX 605.263.3995

www.dtg.com

Dear Mr. Bullard:

Enclosed for filing is the original and ten copies of the MOTION FOR
LEAVE TO INTERVENE for both of the above referenced dockets. This
NOTICE is being served to the parties listed on the service list this same
date.

Sincerely,

Barbara Berkenpas
Attorney

TRANSFORMING COMMUNICATIONS

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

RECEIVED

SEP 17 1996

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

IN THE MATTER OF THE FILING OF)
THE FILING BY AT&T)
COMMUNICATIONS OF THE)
MIDWEST, INC., FOR APPROVAL OF)
AT&T DIGITAL LINK SERVICE)

DOCKET No. TC98-151

MOTION FOR LEAVE
TO INTERVENE

FAX Received SEP 19 1996

DAKOTA TELECOMMUNICATIONS GROUP, INC. ("DTG") and its
subsidiaries Dakota Telecom, Inc. ("DTI") and DTG Community Telephone,
Inc. ("DCT") Petitions the Commission for leave to intervene in the above-
entitled docket. In support thereof, DTG, DTI and DTC state the following:

1. DTG, DTI and DCT are telecommunications companies doing
business within the State of South Dakota.
2. DTG and its subsidiary companies provide a broad range of
telecommunications and related services to customers throughout
the state of South Dakota.
3. AT&T has a statewide certificate of authority to provide services
statewide and therefore will be providing the proposed services in
the areas that DTG and its subsidiaries now serve.
4. Based upon the foregoing, DTG, DTI and DTC are interested
parties in this proceeding and seek intervention herein.

DTG, DTI AND DCT respectfully request leave to intervene and an opportunity to be heard in this matter,

Dated this 16th day of September, 1998.

Dakota Telecommunications Group, Inc.
Dakota Telecom, Inc.
DTG Community Telephone, Inc.

By: Barbara Berkenpas
Barbara Berkenpas
Attorney for DTG, DTI and DCT
PO Box 269
Irene, SD 57037
(605) 263 3301 phone
(605) 263 7195 fax

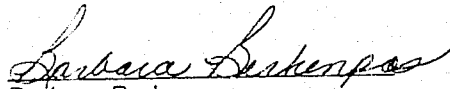
CERTIFICATE OF SERVICE

I, Barbara Berkenpas, hereby certify that on the 16th day of September, 1998, I mailed by United States mail, first class postage prepaid, a true and correct copy of the foregoing Motion for Leave to Intervene, to the following:

William J. Bullard
Executive Director
South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57501

Loren Hiatt
AT&T
635 South 14th Street
Suite 300
Lincoln, NE 68508-2701

Dated this 16th day of September, 1998.


Barbara Berkenpas

RECEIVED

OCT 07 1998

STATE OF SOUTH DAKOTA) SOUTH DAKOTA PUBLIC CIRCUIT COURT
COUNTY OF HUGHES) UTILITIES COMMISSION
SIXTH JUDICIAL CIRCUIT

98-15

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

98-374

IN THE MATTER OF THE FILING BY
AT&T COMMUNICATIONS OF THE
MIDWEST, INC., FOR APPROVAL OF
AT&T DIGITAL LINK SERVICE

) MOTION FOR ADMISSION BY
) RESIDENT PRACTICING ATTORNEY
)

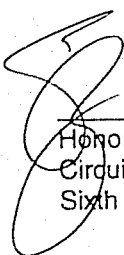
TC98-151

It is hereby

ORDERED that the Motion for Admission for William P. Heaston, a non-resident attorney, to appear on behalf of Dakota Telecommunications Group, Inc. and Dakota Telecom, Inc., before the Public Utilities Commission and this Court relating to this matter is granted.

Dated: 10-5, 1998.

BY THE COURT:


Honorable Steven L. Zinter
Circuit Court Judge
Sixth Judicial Circuit

ATTEST:

Mary L. Erickson
Clerk of Courts

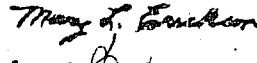

BY:


Deputy

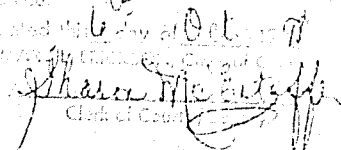
(SEAL)

STATE OF SOUTH DAKOTA
CIRCUIT COURT, HUGHES CO.
FILED

OCT 05 1998


CLERK
by  Deputy

I hereby certify that the foregoing
instrument is a true and correct
copy of the original on file in the
office of the Clerk of Courts.


Sharon McEntaffer
Clerk of Courts

RECEIVED

JAN 19 1999



Letty S. D. Friesen
Attorney

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Room 1575
1875 Lawrence Street
Denver, CO 80202
303 298-6475
FAX: 303 298-6301
E-Mail: lfriesen@lga.att.com

January 15, 1999

Mr. Bill Bullard
Executive Director
SD Public Service Commission
500 East Capital Avenue
Pierre, SD 57501

Re: Changes in Contacts for AT&T Communications of the Midwest, Inc.
Docket No. RM98-001, TC96-184.

Dear Mr. Bullard:

AT&T has recently reorganized some of its staffing for the states within its Western Region. As a result, AT&T's primary contact people for the State of South Dakota have changed. I am writing this letter to introduce myself to you and to let you know whom the other new staff members are that will be serving South Dakota. We all look forward to meeting and working with you, your staff and the Commissioners.

To start, I am the attorney that will be replacing Mary Tribby, and you can reach me at the following address:

Letty S.D. Friesen.
AT&T Communications of the Midwest, Inc.
1875 Lawrence Street, Suite 1500
Denver, CO 80202
(303) 298-6475
e-mail: lsfriesen@lga.att.com

Assisting me with the many tasks we anticipate in South Dakota is Janet Jensen. Janet is the South Dakota Docket Manager, and she is an additional person that is available to assist you in answering any questions that relate to AT&T and the various regulatory matters that arise. You can reach Janet at (303) 298-6930. Her mailing address is the same as mine except her Suite number is 1400.

Tom Berkleman is AT&T's new South Dakota State Manager replacing Loren Hiatt. Tom primarily concentrates on legislative matters, and he can be reached at (612) 376-6767. Sandy Hofstetter is the new Assistant State Manager, and she is the primary contact for any regulatory matters. Sandy can be reached at (612) 376-6765. The mailing address for both Tom and Sandy is as follows:

901 Marquette Avenue, 9th Floor
Minneapolis, MN 55402-3205

Please forward copies of all correspondence, notices, filings, and any other materials concerning AT&T to me and to Sandy at the addresses noted above.

In addition, I am sending this letter to the parties on the service lists for all cases in which AT&T is currently active to inform them of the needed changes to those lists. See the attached Service list which includes all parties involved in Docket Nos. RM98-001 and TC96-184. Should you have any questions or concerns in regard to these changes, please do not hesitate to call me.

Sincerely,



Letty S.D. Friesen

LF/bsg

cc: Tom Berkleman
Sandy Hofstetter
Janet Jensen
Maria Arias-Chapleau

CERTIFICATE OF SERVICE

I hereby certify that on this 15th day of January, 1999, the original and 10 copies of AT&T Communications of the Midwest, Inc.'s Correspondence Regarding Changes in Contacts for AT&T Communications of the Midwest, Inc. in Docket Nos. RM98-001 and TC96-184 were delivered via regular mail to:

William Bullard, Jr
Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501

and true and correct copies were delivered via regular mail this 15th day of January, 1999 to:

James H. Gallegos
U S WEST COMMUNICATIONS, INC.
1801 California Street, Suite 5100
Denver, CO 80202

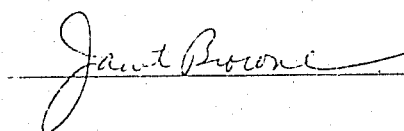
William P. Heaston, Esq.
Dakota Telecommunications Group
P.O. Box 66
29705 453rd Avenue
Irene, SD 57037

Thomas Welk, Esq.
Boyce, Murphy McDowell & Greenfield
P.O. Box 5015
101 N. Phillips, #600
Sioux Falls, SD 57117

Richard D. Coit
South Dakota Independent Telephone Coalition
207 East Capitol Avenue, Suite 206
Pierre, SD 57501

John Devaney, Esq.
Perkins Coie
607 14th Street, N.W.
Washington, D.C. 20005

Donald A. Low
Sprint Communications Company, L.P.
8140 Ward Parkway - SE
Kansas City, MO 64114



BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE FILING BY AT&T)
COMMUNICATIONS OF THE MIDWEST, INC.)
FOR APPROVAL OF AT&T DIGITAL LINK)
SERVICE)

ORDER GRANTING
INTERVENTION

TC98-151

On September 4, 1998, the South Dakota Public Utilities Commission (Commission) received a filing by AT&T Communications of the Midwest, Inc. (AT&T) seeking approval to introduce AT&T Digital Link Service in its Local Exchange Service tariff for business customers. AT&T Digital Link Service permits local calling capability from a customer's premises utilizing Direct Outward Dialing over dedicated digital facilities. AT&T requested that the tariff be approved to be effective simultaneously with the decision granting AT&T's emergency motion in Docket TC96-184 or with approval of the final Contract whichever occurs first. This tariff is filed with an effective date of October 5, 1998.

On September 10, 1998, the Commission electronically transmitted notice of the filing and the intervention deadline of September 21, 1998, to interested individuals and entities. A Motion for Leave to Intervene was filed by Dakota Telecommunications Group, Inc. (DTG) and its subsidiaries Dakota Telecom, Inc. (DTI) and DTG Community Telephone, Inc. (DCT) on September 16, 1998. At its regularly scheduled September 23, 1998, meeting, the Commission considered DTG, DTI, and DCT's request for intervention.

The Commission has jurisdiction in this matter pursuant to SDCL Chapters 1-26 and 49-31.

The Commission found that the Motion for Leave to Intervene was timely filed and demonstrated good cause to grant intervention. It is therefore

ORDERED that DTG, DTI and DCT's request for intervention is hereby granted. It is further

ORDERED, that the Executive Director shall set a procedural schedule in this matter.

Dated at Pierre, South Dakota, this 8th day of October, 1998.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By

Melaine Kaelo

Date

10/9/98

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner

TC98-151



Letty S. D. Friesen
Attorney

Via Overnight Delivery

Room 1575
1875 Lawrence Street
Denver, CO 80202
303 298-6475
FAX: 303 298-6301
E-Mail: lfriesen@ga.att.com

February 3, 1999

RECEIVED

FEB 05 1999

Mr. Bill Bullard
Executive Director
SD Public Utilities Commission
500 East Capital Avenue
Pierre, SD 57501

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Re: AT&T Digital Link Service for Local Exchange Service in South Dakota

Dear Mr. Bullard:

Enclosed for filing is the revised AT&T Digital Link Service tariff. As you know, this service is by and large a business offering, and one of AT&T's first steps into the local market in South Dakota. This enclosed tariff replaces, in its entirety, the AT&T Digital Link Service tariff currently on file with the Commission.

The AT&T Digital Link Service tariff was initially filed with the Commission on or about September 3, 1998, however, a decision regarding approval of the tariff was deferred on November 25, 1998, pending the completion of an interconnection agreement with U S West Communications, Inc. In addition, the Commission's staff requested that language in various sections throughout the tariff be revised for either clarity to consumers or to more adequately reflect Commission rules and regulations. AT&T has made the majority of the Staff's suggested revisions to the tariff.

To the extent possible, AT&T requests that this tariff be approved simultaneously with your decision granting AT&T's and U S West's Joint Request for Approval of the Arbitrated Interconnection Agreement filed on Wednesday, February 3rd. This tariff is filed with an effective date of March 22, 1998.

If you have any questions concerning the above, please feel free to contact me at (303) 298-6475.

Sincerely,
A handwritten signature in dark ink, appearing to read "Letty Friesen".
Letty Friesen

Enclosures

AT&T Communications
of the Midwest, Inc.
State of South Dakota
Issued: February 5, 1999

LOCAL EXCHANGE
SERVICES
TARIFF

Original Title Page

Effective: March 22, 1999

AT&T COMMUNICATIONS OF THE MIDWEST, INC.

LOCAL EXCHANGE SERVICES

REGULATIONS

AND

SCHEDULES OF RATES

SOUTH DAKOTA

AT&T Communications
of the Midwest, Inc.
State of South Dakota
Issued: February 5, 1999

LOCAL EXCHANGE
SERVICES
TARIFF

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Effective: March 22, 1999

LOCAL EXCHANGE SERVICES

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3	SERVICE AREAS
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5	RESERVED FOR FUTURE USE
6	RESERVED FOR FUTURE USE
7	RESERVED FOR FUTURE USE
8	RESERVED FOR FUTURE USE
9	AT&T DIGITAL LINK SERVICE

AT&T Communications
of the Midwest, Inc.
State of South Dakota
Issued: February 5, 1999

LOCAL EXCHANGE
SERVICES
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LOCAL EXCHANGE SERVICES

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AT&T Communications
of the Midwest, Inc.
State of South Dakota
Issued: February 5, 1999

LOCAL EXCHANGE
SERVICES
TARIFF

Section 1
Original Page 1

Effective: March 22, 1999

LOCAL EXCHANGE SERVICES

APPLICATION OF TARIFF

1.1 APPLICATION OF TARIFF

1.1.1 General

This Tariff applies to the furnishing of Local Exchange Services, defined herein, by AT&T Communications the Midwest, Inc., South Dakota (hereinafter referred to as the "Company" or "AT&T"). Local Exchange Services are furnished for the use of end users in placing and/or receiving local telephone calls within the Local Service Area. Services, features and functions will be provided where facilities, including but not limited to: billing capability, technical capability and the ability of the Company to purchase service elements from appropriate tariffs for resale are available.

The provision of Local Exchange Services is subject to the existing regulations, terms and conditions specified in this Tariff and the Company's current tariffs and may be revised, added to or supplemented by superseding issues.

AT&T reserves the right to offer its Customers a variety of competitive services as deemed appropriate by the Company.

Effective: March 22, 1999

LOCAL EXCHANGE SERVICES

APPLICATION OF TARIFF

1.2 TARIFF FORMAT

1.2.1 Page Numbers

Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially in each Section. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 4 and 5 would be 4.1.

1.2.2 Page Revision Numbers

Page revision numbers also appear in the upper right hand corner of the page. These numbers are used to determine the most current page on file. For example, a 4th Revised Page cancels a 3rd Revised Page.

1.2.3 Numbering Sequence

There are nine levels of alpha-numeric coding. Each level is subservient to its previous higher level. The following is an example of the numbering sequence used in this Tariff.

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a)I.
- 2.1.1.A.1.(a)I.(i)
- 2.1.1.A.1.(a)I.(i)(1)

Effective: March 22, 1999

LOCAL EXCHANGE SERVICES

APPLICATION OF TARIFF

1.2 TARIFF FORMAT (Cont'd)

1.2.4 References to Other Tariffs

Whenever reference is made to other tariffs, the reference is to the tariff in force as of the effective date of the reference, and to amendments thereto and successive issues thereof.

1.2.5 Explanation of Tariff Revisions Symbols

These symbols will appear in the right hand margin, when applicable.

- (C) - To signify changed regulation
- (D) - To signify discontinued material
- (I) - To signify rate increase
- (M) - To signify material moved from or to another part of the tariff with no change, unless there is another symbol present
- (N) - To signify new material
- (R) - To signify rate reduction
- (T) - To signify a change in text but no change in rate or regulation

1.2.6 Trademarks and Service Marks

Trademarks and Service Marks to the extent, if any, used throughout this Tariff, are Trademarks and Service Marks of AT&T and are as specified in the Table of Contents and/or the appropriate Service Section of this Tariff.

AT&T Communications
of the Midwest, Inc.
State of South Dakota
Issued: February 5, 1999

LOCAL EXCHANGE
SERVICES
TARIFF

Section 2
Original Page 1

Effective: March 22, 1999

LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.1 General

The Company undertakes to provide the services offered in this Tariff on the terms and conditions and at the rates and charges specified herein.

Local Telephone Services consist of furnishing one-way or two-way communication to or from a demarcation point on the Customer's premises and another demarcation point within a Local Service Area as specified in Section 3 of this Tariff.

Services, features and functions will be provided where facilities, billing capability and technical capabilities are available without unreasonable expense to the Company.

The Company's obligation to furnish service, features and/or facilities is also dependent upon its ability to provide, secure and retain, without unreasonable expense to the Company (a) suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment, (b) suitable space for its plant and facilities in the building where service is or is to be provided, (c) facilities for interconnection from alternate suppliers.

Except as may otherwise be specified in this Tariff, service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.

In the event of a dispute, the non-prevailing party as determined by a court or the commission may be liable for reasonable court costs and attorneys' fees.

AT&T Communications
of the Midwest, Inc.
State of South Dakota
Issued: February 5, 1999

LOCAL EXCHANGE
SERVICES
TARIFF

Section 2
Original Page 2

Effective: March 22, 1999

LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.2 Terms and Conditions

Term Plan Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers may also be required to execute any other documents as may reasonably be requested by the Company in connection with the provisioning of Local Exchange Services.

At the expiration of the initial term specified in each service order, or of any extension thereof, service shall continue on a month to month basis at the then current month to month rates until terminated. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.3 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of the Company's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.4 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make services available to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability, except as stated or expressly provided for in this Tariff.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment provided or installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby degrade the technical parameters of the service provided to the Customer.

Effective: March 22, 1999

LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.4 Provision of Equipment and Facilities (Cont'd)

- D. Equipment the Company provides, installs or has installed on its behalf at the Customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities.
- F. When the facilities or equipment of other companies are used by the Customer, the Company is not liable for any act, error, omission or interruption caused by the other company or their agents or employees. This includes but is not limited to:
 - 1. The provision of a signaling system database by another company;
 - 2. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 3. The reception of signals by Customer-provided equipment.
- G. The Customer shall be responsible for the payment of service charges, as set forth herein, for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.5 Customer Equipment

A Customer may transmit or receive information or signals via the facilities of the Company by use of Customer-provided equipment.

A. Station Equipment

Customer-provided equipment on the Customer premises, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer.

The Customer is responsible for ensuring that Customer-provided equipment and wiring connected to Company equipment and facilities is compatible with such Company-provided equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and facilities by the connection, operation or maintenance of the Customer-provided equipment and wiring must be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. If the Company, in its discretion, reasonably determines that additional protective equipment is required to prevent such damage or injury, it shall be provided at the Customer's expense.

B. Inspections

Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections at the Customer's premises as may be necessary to determine that the Customer is complying with the requirements set forth in this Tariff.

If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company may immediately and without notice deny service when the Customer (a) subjects personnel of the Company, its agents or contractors to hazardous conditions, (b) circumvents the Company's ability to charge for its services, prevent and protect against fraud or (c) acts in a way that may cause immediate harm to the local exchange network or other Company services.

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LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.2 LIABILITY OF THE COMPANY

2.2.1 Service Liability

- A. The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit by a Customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of a service, and subject to the provisions following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. In no event shall the Company be liable for special, reliance, consequential or other such damages. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this Tariff as a Credit Allowance for Interruptions and Service Quality Guarantees.
- B. The Company is not liable for any act or omission of any other communications utility which furnishes a portion of a service.
- C. The Company is not liable for damages to a premises resulting from the furnishing of service including the installation and removal of equipment or facilities and associated wiring, unless the damage is caused solely by the Company's negligence.
- D. The Company shall be indemnified, defended, and held harmless against any claim, loss or damage arising from the use of service offered under this Tariff, involving:
 1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
 2. Claims for patent infringement arising from the Customer or authorized user combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
 3. All other claims arising out of any act or omission of others in the course of using services provided pursuant to this Tariff.

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GENERAL REGULATIONS

2.2 LIABILITY OF THE COMPANY (Cont'd)

2.2.1 Service Liability (Cont'd)

- E. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer and user against all claims, losses or damages by any person relating to the service provided pursuant to this Tariff when used in an explosive atmosphere.
- F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Tariff. The Company will defend the Customer and authorized user against claims of patent infringement arising solely from the use by the Customer or authorized user of services offered under this Tariff and will indemnify such Customer or authorized user for any damages awarded based solely on such claims.
- G. The Company's failure to provide or maintain services under this Tariff shall be excused by labor difficulties, facility availability, governmental orders, civil commotions, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the F.C.C.'s Rules and Regulations, acts of God and other circumstances beyond the Company's reasonable control.
- H. In no event shall the Company be liable for special, reliance, consequential or other such damages.

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LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.2 LIABILITY OF THE COMPANY (Cont'd)

2.2.2 Temporary Suspension for Repairs

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give Customers who may be affected as reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the Customer the least inconvenience. When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of communications or Customer's service.

2.2.3 Credit Allowance for Interruptions

Except as may otherwise be specified in this Tariff, interruptions of twenty-four hours or more, which are reported to or detected by the Company, and which are not due to the negligence or willful act of the Customer are credited to the Customer at the proportionate monthly charge (1/30 of the service monthly recurring charge) involved for each twenty-four hours or fraction thereof of interruption. Credit is not allowed for interruptions to service of less than twenty-four hours.

No interruption allowance shall be made for failures in facilities provided with or by other carriers except as may otherwise be provided in other Sections of this Tariff.

No interruption allowance shall apply where service is interrupted by the negligence or willful act of the Customer or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due the Company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the Customer is responsible for providing electric power.

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LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.1 Customer Responsibilities

A. The Customer shall be responsible for:

1. The payment of all applicable charges pursuant to this Tariff;
2. Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or the noncompliance by the Customer with these regulations, or by fire or theft or other casualty on the Customer premises, unless caused by the sole negligence or willful misconduct of the employees or agents of the Company;
3. Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
4. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of any associated equipment or facilities used to provide Local Exchange Services to the Customer from the cable building entrance or property line to the location of the equipment or facilities space described above. The costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided equipment or facilities, shall be borne entirely by, and may be charged by the Company to the Customer;

LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.1 Customer Responsibilities (Cont'd)

A. The Customer shall be responsible for: (Cont'd)

5. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees, agents and/or suppliers shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance in such area by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
6. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible under this section; and granting or obtaining permission for Company employees, agents and/or suppliers to enter the premises of the Customer for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
7. Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.

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GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.1 Customer Responsibilities (Cont'd)

B. Claims

With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

1. Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
2. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.1 Customer Responsibilities (Cont'd)

C. Resale

1. All Company Local Exchange Services are available for resale unless otherwise specifically indicated.
2. Customers, who subscribe to Local Exchange Services and resell the services to others, shall be the Customer of Record. The Customer of Record shall be responsible for complying with all laws and regulations of the State of South Dakota which relate in any way to the Customer of Record's provision of local telephone services, including, but not limited to, laws and regulations regarding consumer protection, billing and collection practices, tariffing obligations, and the payment of applicable taxes.
3. The Company will bill the Customer of Record who is at all times responsible for payment of the full amount of all charges incurred. The Company is not responsible for the allocation of usage or charges for resold services. The Customer of Record is responsible for allocating charges to its end users.
4. The Company will communicate with the Customer of Record with respect to ordering, provisioning, maintenance, repair, billing, collection and other matters related to Local Exchange Services. The Company has no obligation to provide notice to, or communicate with the Customer of Record's end users.
5. With respect to resold services, applications for service as well as requests for additions, rearrangements or discontinuances of service will be accepted only from the Customer of Record.
6. In connection with the marketing of its services, the Customer of Record may not directly or indirectly (1) use AT&T's trade names, trademarks, service marks, registered marks or other indicia of origin (or confusingly similar names, marks or other indicia) in a manner that may cause third parties (including the Customer of Record's end-users) to believe that service provided by the Customer of Record is AT&T service; or (2) use AT&T's corporate logos, or trade dress (or confusingly similar logos or trade dress).
7. The furnishing of special arrangements to resellers is subject to the regulations set forth in this Tariff.

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GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.1 Customer Responsibilities (Cont'd)

C. Resale (Cont'd)

8. Use of AT&T Marks

When Local Exchange Service is resold, neither the Customer nor any other reseller or intermediary in the sales chain between the Customer and an end user may make any use (including but not limited to use in advertising, promotional materials, Internet or other on-line website, stationery, business cards, billing material or signage) of AT&T's name, logo, trademarks and service marks (registered and unregistered), trade dress or other symbols that serve to identify and distinguish AT&T from its competitors ("AT&T's Marks"), or of any confusingly similar name, logo, trademarks and service marks (registered and unregistered), trade dress or other symbols, except that a reseller may:

- (a) use AT&T's Marks in comparative advertising solely to identify AT&T as a competitor, or to identify AT&T's competing services, provided such use is not made in a factually incorrect or misleading context or in a manner that is likely to cause confusion or mistake, or to deceive or to identify AT&T as an underlying provider of the reseller's service;
- (b) use AT&T's Marks pursuant to the terms of a separate written brand licensing agreement;
- (c) use AT&T's name to the extent it is specifically required by Statute, regulation or other government requirement to do so, and;

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GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.1 Customer Responsibilities (Cont'd)

C. Resale (Cont'd)

8. Use of AT&T Marks (Cont'd)

(d) indicate, in response to an unsolicited inquiry from an end user (including a prospective end user), that it uses AT&T as its underlying carrier, provided the reseller also:

- (1) advises the end user that a portion of its service will be provided using reseller's own switching or transmission facilities (if applicable);
- (2) identifies any other long distance providers the reseller uses in providing service to the end user;
- (3) advises the end user it will not be an AT&T Customer for the resold service, and;
- (4) does not emphasize AT&T's name more than either its own name or that of any other long distance provider the reseller uses.

For purposes of this provision, Local Exchange Service is resold if the Customer (or any other reseller or intermediary in the sales chain between the Customer and an end user) uses local exchange service to reoffer telecommunications service to others (with or without "adding value") for profit.

LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.4 CONNECTIONS OF TERMINAL EQUIPMENT AND COMMUNICATIONS SYSTEMS

2.4.1 Recording of Two-Way Telephone Conversations

Local Exchange Services are not represented as adapted to the recording of two-way telephone conversations. However, Customer-provided voice recording equipment may be directly, acoustically or inductively connected with Local Exchange Services for the recording of such conversations. When such connections are made, the Customer-provided voice recording equipment shall be so arranged that at the will of the user it can be activated or deactivated. In addition, one of the following conditions must apply:

1. One party to the telephone conversation must give prior consent to the recording of the conversation, and prior consent must be obtained in writing or be part of, and obtained at the start of, the recording, or
2. A distinctive recorder tone, repeated at intervals of approximately fifteen seconds, is required to alert all parties when the recording equipment is in use. The distinctive recording tone can be provided as part of the recording equipment, or
3. One party to the telephone conversation must be verbally notified at the beginning of the conversation and the notification must be recorded as part of the call, by the recording party.

A. Exceptions

The exceptions to the foregoing requirements are as follows:

1. Recordings made of incoming calls to telephone numbers publicized for emergencies involving health or safety of life and property (e.g., emergency situations involving fire, health care, police, public utilities and emergency road service) and outgoing calls made in immediate response to such calls.
2. Recordings of calls made for patently unlawful purposes, such as bomb threats, kidnap ransom requests and obscene telephone calls. Outgoing calls made in immediate response to such calls are also excepted.
3. Recording of calls made by Federal, State or local law enforcement authorities, or federal intelligence authorities, acting under cover of law.

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LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.4 CONNECTIONS OF TERMINAL EQUIPMENT AND COMMUNICATIONS SYSTEMS
(Cont'd)

2.4.2 Violation of Regulations

When any terminal equipment or communications system is used with Local Exchange Services in violation of any of the provisions of this Tariff, the Company will take immediate action, based on the circumstances, to protect its services or interests, including disconnection of the service, and will promptly notify the Customer of the violation. The Customer shall discontinue such improper use of the terminal equipment or communications system or correct the violation and shall confirm in writing to the Company within 10 days, following the receipt of written notice from the Company, that such use has ceased or that the violation has been corrected. Failure of the Customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above shall result in disconnection of the Customer's service until such time as the Customer complies with the provisions of this Tariff.

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LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.5 PAYMENTS AND CHARGES

2.5.1 Establishment and Re-establishment of Credit

The Company may conduct a credit investigation of each Commercial and/or Consumer Service Customer or applicant prior to accepting the service order, Customer deposit or advance payment. A Customer whose service has been discontinued by the Company for nonpayment of bills for Local Exchange Services will be required to pay all bills due the Company for telecommunications services or make other arrangements satisfactory to the Company and to re-establish credit before service is restored or any service started.

2.5.2 Billing and Collection

The Customer is responsible for payment of all charges for equipment or facilities and services furnished by the Company to the Customer.

The Company will establish a monthly billing date for each Customer account and shall bill all charges incurred by, and credits due to the Customer under this Tariff. Recurring charges are billed in advance of the month(s) in which service is provided, except where prohibited by law. Usage sensitive charges will be billed for the preceding billing period. Recurring charges and usage sensitive charges for the Federal Government will be billed in arrears. Bills are due by the payment due date shown on the bill.

When service does not begin on the first day of the billing cycle, or end on the last day of the billing cycle, the charge for the fraction of the billing cycle in which service was furnished will be calculated on a pro rata basis.

LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.5 PAYMENTS AND CHARGES (Cont'd)

2.5.3 Billing Disputes

The Customer is responsible for notifying the Company of any charges in dispute and the specific basis of such dispute. The Company reserves the right to require such notice to be in writing. All charges not in dispute shall be paid by the Customer by the payment due date. Upon notification of a dispute, the Company shall undertake an investigation of the disputed charges. At the conclusion of the investigation, the Company shall notify the Customer of any amount determined by the Company to be correctly charged and such amount shall become immediately due and owing. Amounts determined by the Company to be correctly charged shall also be subject to the late payment charge specified in this Tariff. If the Customer is dissatisfied with AT&T's response to a disputed charge, the Customer can contact the South Dakota Public Utilities Commission at 800-332-1782 or 773-372-3201 or 773-372-3801(fax).

The Customer must provide the Company with notice of a dispute within one hundred and twenty (120) days from the bill date.

2.5.4 Advance Payments

The Company may require a Customer or applicant to make an advance payment as a condition of continued or new service. The Company reserves the right to require from an applicant for service, advance payments of recurring and nonrecurring charges, and estimated usage charges, in such amount as may be deemed necessary by the Company for safeguarding its interests. In addition, where special construction is involved, advance payment of the construction charges quoted may be required at the time of application. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made.

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LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.5 PAYMENTS AND CHARGES (Cont'd)

2.5.5 Deposits

The Company may require a deposit, or an increase in the amount of deposit, of a Customer who cannot establish a credit standing satisfactory to the Company. If the actual bills of the Customer subsequently rendered prove that the deposit is either insufficient or excessive, the deposit may be changed in accordance with the facts.

Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service

Deposits held will accrue 7% simple interest in accordance with South Dakota Public Utilities Commission regulations.

A deposit and it's accrued interest is returned to the Customer, less any amounts due the Company when service is discontinued or after 12 months of non-delinquent service. Even though a deposit is made, the Customer must still pay bills, including any advance payments, when requested. A Customer's payment of a deposit does not waive or modify the Company's practice of disconnecting service for failure to pay any bills.

2.5.6 Returned Check Charges

In addition to any late payment charges specified in this Tariff, the Customer will be assessed a charge of \$ 15.00 for each check, draft, or electronic funds transfer submitted by the Customer to the Company which a financial institution refuses to honor.

2.5.7 Minimum Period Charge

Except as may otherwise be specified in this Tariff, the minimum period for service is one month. When a service is discontinued prior to the expiration of the minimum period, the minimum period charge will apply. In addition, all nonrecurring charges associated with the provision of the service will be billed.

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LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.5 PAYMENTS AND CHARGES (Cont'd)

2.5.8 Late Payment Charge

If any portion of the Customer's payment is received by the Company after the payment due date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, a late payment charge shall be due to the Company, provided billing capability exists. The late payment charge shall be the portion of the payment not received by the date due, multiplied by a factor. The late payment factor shall be 1.5% per month.

Late payment charges do not apply to the disputed portion of unpaid balances, if resolved in favor of the Customer. The disputed portion of unpaid balances, if resolved in favor of the Company, may be subject to the late payment charge as of the original due date noted on the Customer's bill. Undisputed amounts of the same bill may be subject to the late payment charge if they remain unpaid by the due date noted on the Customer's bill.

Collection procedures and security deposit requirements are unaffected by the application of the late payment charge.

The late payment charge does not apply to final accounts.

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GENERAL REGULATIONS

2.6 CANCELLATION, DISCONTINUANCE AND CHANGES

2.6.1 Cancellation of Service

A. Cancellation of Application for Service

When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

Where the Company incurs an expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies.

The charges described above will be calculated and applied on a case-by-case basis.

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GENERAL REGULATIONS

2.6 CANCELLATION, DISCONTINUANCE AND CHANGES (Cont'd)

2.6.1 Cancellation of Service (Cont'd)

B. Cancellation of Service

If a Customer cancels a service order or terminates services before the completion of the term for any reason whatsoever, the Customer agrees to pay to the Company the following:

1. All nonrecurring charges reasonably expended by the Company to establish service to the Customer; and
2. Any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by the Company; and
3. All recurring charges specified in the applicable tariff for the balance of the then current term; and
4. Any other charges set forth in this Tariff or in the service order for such early cancellation or termination.

The above sums shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, as set forth in this Tariff.

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GENERAL REGULATIONS

2.6 CANCELLATION, DISCONTINUANCE AND CHANGES (Cont'd)

2.6.2 Discontinuance of Service

The Company may discontinue or refuse to furnish any and/or all service(s) to the Customer or Applicant for service without incurring any liability if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities, equipment, assets, or services.

If a Customer (or any reseller or intermediary in the sales chain between the Customer and an end user) fails to comply with Section 2.3.C.8 (Use of AT&T's Marks), preceding, the Company may, on written notification to the Customer, immediately deny requests for additional service and/or restrict service to the non-complying Customer. If the non-compliance is not cured to AT&T's reasonable satisfaction within 30 days after the date of notification, the Company may discontinue the service upon five days prior written notice to the Customer (such cure may require, among other things, corrective communications with end users, in addition to cessation of the non-complying use of AT&T's Marks). The Company may pursue any other available remedies with respect to the conduct that constitutes the non-compliance.

The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. In addition, the Company may declare all future monthly and other charges which would have been payable by the Term Plan Customer during the remainder of the term for which such services would have otherwise been provided to the Term Plan Customer, to be immediately due and payable.

In the event the Company incurs fees or expenses, including attorneys' fees, in collecting or attempting to collect any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.6 CANCELLATION, DISCONTINUANCE AND CHANGES (Cont'd)

2.6.2 Discontinuance of Service (Cont'd)

- A. The Company may, without incurring any liability, discontinue or suspend service upon 5 days notice, or refuse service if:
1. The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of communications services or its planned use of the Company's service(s); or
 2. The Customer states that it will not comply or fails to comply with a request of the Company for deposits or advance payments, as specified in this Tariff; or
 3. The Customer uses service without payment for the service or the Customer fails to pay any amounts owing to the Company for services to which the Customer subscribes or had subscribed or used.

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LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.6 CANCELLATION, DISCONTINUANCE AND CHANGES (Cont'd)

2.6.2 Discontinuance of Service (Cont'd)

B. The Company may, without incurring any liability, discontinue or suspend service without notice, or refuse service if:

1. The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of communications services, or its planned use of the Company's service(s); or
2. The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or
3. The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - (a) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this Tariff; or
 - (b) Using tricks, schemes, false or invalid numbers, false credit devices, or electronic devices; or
 - (c) Any other fraudulent means or devices; or
4. Any material portion of the facilities used by the Company to provide service to the Customer is condemned or a casualty renders all or any material portion of such equipment or facilities inoperable beyond feasible repair; or
5. Any governmental order or directive calls for the discontinuance of service, the Customer alters the services to be provided, or the Customer violates an applicable law or regulation.

LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.6 CANCELLATION, DISCONTINUANCE AND CHANGES (Cont'd)

2.6.3 Changes in Service

If the Customer makes or requests material changes in circuit engineering, equipment or facility specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, Customer's charges shall be adjusted accordingly.

2.6.4 Restoration of Service

When a Customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.

If any Customer's service is restored after having been disconnected in accordance with this Tariff but a Company service order to terminate such service has not been completed when such service is restored, the Customer may be required to pay a restoration of service charge.

If a service has been suspended, discontinued or disconnected for nonpayment, service will be re-established upon receipt of all charges due, which includes charges for services and facilities during the period of suspension and which may include a service restoration fee. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order or certified check. If such payment is made by personal check, restoration of service will be effected upon bank clearance of the check.

2.7 ASSIGNMENT OR TRANSFER OF SERVICE

The Customer may not assign or transfer its rights or duties in connection with the services and equipment or facilities provided by the Company without the written consent of the Company. The Company may assign its rights and duties without prior notice or consent (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company, or (c) pursuant to any financing, merger or reorganization of the Company.

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GENERAL REGULATIONS

2.8 PROVISION FOR CERTAIN LOCAL TAXES AND FEES

Any assessments, franchise fees, privilege, license, occupation, excise, or other similar fees or taxes, whether in a lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, to the rates and charges stated in the Company's standard schedules, in amounts which in the aggregate for the Company's Customers of any political entity shall be equal to the amount of any such fee or tax upon the Company. Company shall, so long as any such tax or fee is in effect, add to the bills of the Customers in such political entity pro rata on the basis of the revenue derived by Company from each such Customer, an amount sufficient to recover any such tax or fee, and may list this amount separately on the bill.

2.9 NOTICES AND COMMUNICATIONS

All notices or other communications required to be given pursuant to this Tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication, or bill with the U.S. Mail or a private delivery service, postage prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, billing or other communications.

Effective: March 22, 1999

LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.10 DEFINITIONS

Channel (DSO)

A channel (DSO) is a digital partition of a Digital Facility (DS1). There are 24 DSO channels which comprise, in its entirety, the terrestrial Digital Facility.

Commercial Service (Business)

Service is classified and charged for as Commercial Service where the use is primarily or substantially of a business, professional, institutional or occupational nature, or where a business directory listing is furnished.

Consumer Service (Residence)

Service is classified and charged for as Consumer Service where the primary use of the service is of a domestic nature and where the business use, if any, is merely incidental.

Customer

The person or legal entity that subscribes to service under this Tariff and is responsible for payment of tariffed charges for services furnished to that Customer.

Customer Premises

A Customer premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings on contiguous property.

Demarcation Point

The point at which common carriers terminate communications cabling in a building.

Digital Facility (DS1)

A Digital Facility (DS1) is a local channel service component capable of simultaneous two-way transmission of digital signals delivered at a transmission speed of 1.544 Million Bits per Second. The facility is comprised entirely of terrestrial facilities i.e., the facility does not have satellite channels in its make-up.

Effective: March 22, 1999

LOCAL EXCHANGE SERVICES

GENERAL REGULATIONS

2.10 DEFINITIONS (Cont'd)

Exchange Area

A geographical area served by a Rate Center. The Company concurs with the Incumbent Local Exchange Carriers' exchange areas and exchange maps that are on file with the South Dakota Public Utilities Commission.

Local Exchange Service

A service which permits calling to stations in the Customer's Local Service Area.

Local Service Area

A Local Service Area is the region, comprised of one or more complete Exchange Area(s), within which a Customer can call another station at the rates and charges as specified in this Tariff.

Rate Center

A specified geographical location used for determining mileage measurements. A list of the applicable rate centers is set forth in AT&T's Tariff F.C.C. No. 10.

Resale

Resale is the reselling by a Customer of the Company service, facilities or equipment to others for a profit. A reseller is a Commercial Service Customer who is subject to the applicable rules and regulations of (1) the Communications Act of 1934, as amended, and the Federal Communications Commission and/or (2) the South Dakota Administrative Rules.

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Issued: February 5, 1999

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LOCAL EXCHANGE SERVICES
SERVICE AREAS - EXCHANGES

3.1 GENERAL

The Company offers Local Exchange Service within U S WEST's territory and concurs with U S WEST's exchange areas and exchange maps filed by U S WEST with the South Dakota Public Utilities Commission.

3.2 AT&T DIGITAL LINK LOCAL SERVICE AREA

The AT&T Digital Link Local Service Area is comprised of one or more Exchange Area(s) that: (1) have a Rate Center within 33 miles of the Customer's Rate Center within the LATA within the state of South Dakota, or (2) are outside the Customer's LATA or outside the state of South Dakota, but within the Customer's local calling area as defined by the Incumbent Local Exchange Carrier.

Effective: March 22, 1999

LOCAL EXCHANGE SERVICES

SPECIAL ARRANGEMENTS

4.1 CONTRACTS

The Company may offer customized service packages under special arrangements on a case by case basis. Service offered under this Tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this Tariff. The customized service packages will be filed with the South Dakota Public Utilities Commission as required.

4.2 PROMOTIONAL OFFERINGS

From time to time, the Company will introduce promotional offerings. The Company may offer services at a reduced rate, or offer incentives including gift certificates and coupons for promotional, market research or rate experimentation purposes. Promotional offerings will be filed with the South Dakota Public Utilities Commission and included in this Tariff.

4.3 MARKET TRIALS

The Company may offer service to test and evaluate service capabilities, implementation procedures, technical processes, etc., or for market research, including rate experimentation purposes. Such trials will be for a limited duration.

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Reserved for Future Use

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Issued: February 5, 1999

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LOCAL EXCHANGE SERVICES

Reserved for Future Use

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LOCAL EXCHANGE SERVICES

Reserved for Future Use

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Issued: February 5, 1999

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Effective: March 22, 1999

LOCAL EXCHANGE SERVICES

Reserved for Future Use

Effective: March 22, 1999

LOCAL EXCHANGE SERVICES

AT&T DIGITAL LINK

9.1 DESCRIPTION

9.1.1 General

AT&T Digital Link is a Local Exchange Service which permits outward local calling capability from a Customer's premises utilizing Direct Outward Dialing (DOD) over dedicated digital facilities (as described in AT&T's Tariff F.C.C. Nos. 9 and 11). The Customer's premises must have a Customer- provided compatible Private Branch Exchange (PBX) system or a multi-line terminating system to originate the calls. AT&T Digital Link also permits outward local calling capability from a Customer's premises utilizing Direct Outward Dialing (DOD) over an external Local Exchange Company (LEC) provided Centrex Service. The Customer will be responsible for obtaining all necessary Centrex Service Automatic Route Selection (ARS) reprogramming. DOD capability is available where facilities and operating systems exist.

AT&T Digital Link is only available at locations where Customers subscribe to one or more of the following intrastate services provided under this Company's Custom Network Service Tariff:

Software Defined Network Service (SDN)
AT&T UniPlan[®] Service - Dedicated Access
AT&T UniPlan Service Basic Service Option
AT&T UniPlan Service FlatRate Pricing Option
AT&T UniPlan OneRate Service Option
AT&T UniPlan OneRate Service Option II
AT&T State Calling Service (SCS)
AT&T Virtual Telecommunications Network Service (VTNS)
AT&T CustomNet[™] Service - Special Access

AT&T Digital Link calls using dedicated access will be rated from the originating rate center to the terminating rate center. AT&T Digital Link VTNS originating calls utilizing ISDN PRI nodal access will be rated from the closest AT&T Point-of-Presence (POP) for the corresponding service to the terminating rate center.

[®]Registered Service Mark of AT&T

[™]Service Mark of AT&T

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LOCAL EXCHANGE SERVICES

AT&T DIGITAL LINK

9.1 DESCRIPTION (Cont'd)

9.1.1 General (Cont'd)

AT&T Digital Link does not include any of the following: operator assisted services, Special Access Codes, Special Service Codes or Carrier Access Codes. The Customer is responsible for securing individual business lines, or other appropriate facilities, to access these services and/or codes, including:

- Conference Calls,
- Calls to Special Service Codes including 500, 700, 800, 888, or other toll free Special Access Codes, 900, 976, or N11 (where N=2-9, including 911) or other Special Access Codes that may be created,
- 10XXX or 101XXXX Carrier Access Codes (where X = 0-9)

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LOCAL EXCHANGE SERVICES

AT&T DIGITAL LINK

9.1 DESCRIPTION (Cont'd)

9.1.2 AT&T Digital Link Direct Outward Dialing Service (DOD)

AT&T Digital Link Direct Outward Dialing Service provides outward calling from the Customer's premises to the telecommunications network. DOD is only furnished where facilities exist.

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LOCAL EXCHANGE SERVICES

AT&T DIGITAL LINK

9.2 REGULATIONS

9.2.1 Provision of AT&T Digital Link

AT&T Digital Link may be utilized by Customers only for the completion of AT&T local calls that both originate and terminate within the AT&T Digital Link Local Service Area. Calls which terminate outside the AT&T Digital Link Local Service Area are provided under other appropriate tariffs.

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LOCAL EXCHANGE SERVICES

AT&T DIGITAL LINK

9.3 RATES AND CHARGES

AT&T Digital Link rates include usage-based charges which are billed in arrears, and apply to all AT&T Digital Link calls. Usage charges for AT&T Digital Link are determined by the following time periods.

9.3.1 Time Periods

Day, Evening, and Night/Weekend prices apply as follows for AT&T Digital Link calls:

	<u>From</u>	<u>To, But Not Including</u>	<u>Days Applicable</u>
Day	8:00 AM	5:00 PM	Monday - Friday
Evening	5:00 PM	11:00 PM	Sunday - Friday
Night/ Weekend	11:00 PM 8:00 AM 8:00 AM	8:00 AM 11:00 PM 5:00 PM	All days Saturday Sunday

Effective: March 22, 1999

LOCAL EXCHANGE SERVICES

AT&T DIGITAL LINK

9.3 RATES AND CHARGES (Cont'd)

9.3.2 Software Defined Network Service

For rates applicable for AT&T Digital Link calls provided in connection with Software Defined Network Service, Schedule B refer to RATE LIST.

9.3.3 AT&T UniPlan Service

For rates applicable for AT&T Digital Link calls provided in connection with AT&T UniPlan Service - Dedicated Access refer to RATE LIST.

9.3.4 AT&T UniPlan Service Basic Service Option

For rates applicable for AT&T Digital Link calls provided in connection with AT&T UniPlan Basic Service Option - Dedicated Access refer to RATE LIST.

9.3.5 AT&T UniPlan Service FlatRate Pricing Option

For rates applicable for AT&T Digital Link calls provided in connection with AT&T UniPlan Service FlatRate Pricing Option - Dedicated Access refer to RATE LIST.

9.3.6 AT&T State Calling Service

For rates applicable for AT&T Digital Link calls provided in connection with AT&T State Calling Service, Schedule B refer to RATE LIST.

Effective: March 22, 1999

LOCAL EXCHANGE SERVICES

AT&T DIGITAL LINK

9.4 RATES AND CHARGES (Cont'd)

9.3.7 AT&T Virtual Telecommunications Network Service (VTNS)

For rates applicable for AT&T Digital Link calls provided in connection with AT&T Virtual Telecommunications Network Service, Schedule B1 refer to RATE LIST.

9.3.8 AT&T CustomNet Service

For rates applicable for AT&T Digital Link calls provided in connection with AT&T CustomNet Service - Special Access refer to RATE LIST.

9.3.9 AT&T UniPlan OneRate Service Option

For rates applicable for AT&T Digital Link calls provided in connection with AT&T UniPlan OneRate Service Option - Special Access refer to RATE LIST.

9.3.10 AT&T UniPlan OneRate Service Option II

For rates applicable for AT&T Digital Link calls provided in connection with AT&T UniPlan OneRate Service Option II refer to RATE LIST.

Effective: March 22, 1999

LOCAL EXCHANGE SERVICES

AT&T DIGITAL LINK

9.4 SERVICE QUALITY GUARANTEES

9.4.1 General

AT&T will provide a Service Quality Guarantee to AT&T Digital Link Customers. As specified in each individual guarantee, AT&T will offer a credit or delivery by an alternate means when AT&T Digital Link does not meet the Customer's quality expectations.

AT&T Digital Link Customers who are not satisfied with the quality of a call made over the Customers' subscribed service or are not satisfied with AT&T's efforts to restore an interrupted service or meet a service installation due date must contact AT&T and report their dissatisfaction in order to receive the Service Quality Guarantee Credit.

These AT&T Service Quality Guarantees are in lieu of any other credits specified in this Tariff. In the event that a Customer is eligible for credits under this Tariff and another AT&T tariff, the Customer will only receive the larger of the two credits.

AT&T Digital Link Call Satisfaction Guarantee, Service Interruption Satisfaction Guarantee, and Installation Satisfaction Guarantee apply only to AT&T Digital Link Customers who also subscribe to Software Defined Network Service, AT&T UniPlan Service or AT&T CustomNet Service provided under this Company's Custom Network Service Tariff.

AT&T Digital Link FAX Performance Guarantee applies only to AT&T Digital Link Customers who also subscribe to AT&T UniPlan Service or AT&T CustomNet Service provided under this Company's Custom Network Service Tariff.

Effective: March 22, 1999

LOCAL EXCHANGE SERVICES

AT&T DIGITAL LINK

9.4 SERVICE QUALITY GUARANTEES (Cont'd)

9.4.2 Call Satisfaction Guarantee

Credit under this guarantee will be calculated based on eligible AT&T Digital Link Direct Outward Dial calls. A credit equal to the tariff charges for the reported local calls up to a maximum of 30 minutes per month will apply.

1. There is a maximum of one credit per reported call.
2. The credit will be applied to the net monthly billed charges for the Customers' subscribed service.
3. For AT&T CustomNet Service Customers, there is a maximum credit of \$50.00 per Main Billed Account, per 12 month period. Such period will begin with the first full billing month in which the Customer receives their first credit under this guarantee.
4. Customers receiving credit under this Guarantee are not entitled to any other Service Quality Guarantees or any other compensation for unsatisfactory service provided in this Tariff.

9.4.3 Service Interruption Satisfaction Guarantee and Installation Satisfaction Guarantee

A. Service Interruption Satisfaction Guarantee

A credit will apply as specified in this section following when the Customer is not satisfied with AT&T's efforts to restore service which has been interrupted due to the performance of AT&T's tariffed service to one or more locations of the Customer.

B. Installation Satisfaction Guarantee

A credit will apply as specified in this section following when AT&T does not meet the installation due date agreed to by AT&T and the Customer and the Customer is not satisfied with AT&T's efforts to meet the service installation due date.

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LOCAL EXCHANGE SERVICES

AT&T DIGITAL LINK

9.4 SERVICE QUALITY GUARANTEES (Cont'd)

9.4.3 Service Interruption Satisfaction Guarantee and Installation
Satisfaction Guarantee (Cont'd)

C. Application of Credit

Credit will be applied based on the Customer subscribed AT&T service specified below. The credit will be equal to the lower of: the credit per location specified herein, the highest monthly billing for the Customer's most recent three full billing months for the location affected; or the amount billed on the Customer's first full month's billing statement for the location affected if the Customer has subscribed to the service for less than three full billing months. The credit will be applied for each event described in this section above subject to a maximum credit per Service Type per Main Billed Account, per twelve month period. Each Service Type is specified below. Such period will begin with the first full billing month in which the Customer receives its first credit. Multiple Main Billed Accounts per Service Type of the same Customer are considered as one billing account for the application of the maximum twelve month credit per Customer billing account. The maximum twelve month credit will be based on the total of all credits applied for both the Service Interruption Satisfaction Credit and the Installation Satisfaction Credit. Credit will be issued to the Customer within three full billing months after the Customer has reported its dissatisfaction to AT&T. Customers receiving credit under either the Service Interruption Satisfaction Guarantee or the Installation Satisfaction Guarantee are not entitled to any other Service Quality Guarantees or any other compensation for unsatisfactory service provided in this Tariff.

For schedule of credit applicable to eligible services, per Service Type, per Main Billed Account refer to RATE LIST.

Effective: March 22, 1999

LOCAL EXCHANGE SERVICES

AT&T DIGITAL LINK

9.4 SERVICE QUALITY GUARANTEES (Cont'd)

9.4.4 AT&T FAX Performance Guarantee

A. General

AT&T will provide the FAX Performance Guarantee (FPG) to AT&T Digital Link Customers who have encountered a failure to transmit a FAX utilizing AT&T Digital Link Service. The FPG which provides for delivery of the Customer's local FAX transmission utilizing AT&T's domestic switched network or by way of an alternative method (as described in this section following), if deemed appropriate, in order to meet the Customer's business needs. AT&T's domestic switched network is defined as the collection of network facilities and equipment used to transport AT&T's domestic calls, excluding Customer Premises Equipment (CPE) and Enhanced Services.

B. Eligibility

The FPG applies to Customers who subscribe to AT&T UniPlan Service or AT&T CustomNet Service. The FPG will not apply to calls placed by means of wireless access (including but not limited to cellular access).

Customers receiving credit under this Guarantee are not entitled to any other Service Quality Guarantees or any other compensation for unsatisfactory service provided in this Tariff.

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LOCAL EXCHANGE SERVICES

AT&T DIGITAL LINK

9.4 SERVICE QUALITY GUARANTEES (Cont'd)

9.4.4 AT&T FAX Performance Guarantee (Cont'd)

C. Description

If an eligible FAX call, as described above fails, the FPG will provide Customer assistance through the Domestic FAX Service Center (DFSC) twenty-four hours a day, seven days a week. Access to the DFSC is by way of a toll-free number at no cost to the Customer. The DFSC provides an analyst who will work with the Customer to isolate and resolve the trouble. Unless it is determined that the cause of the problem is Customer premises equipment related, the DFSC will initially attempt to re-FAX the document via AT&T equipment. If that fails, the DFSC will offer to place the Customer in touch with a Domestic Express Delivery Service of AT&T's choice, to deliver the FAX in accordance with the arrangements agreed to by the Customer and the Domestic Express Delivery Service, at AT&T's expense up to the annual maximum number of documents per Customer per calendar year, as specified in this section following, for the Type of AT&T Service on which the FAX delivery trouble occurred. The value of the Domestic Express Delivery Service will not exceed \$50.00 per document.

A Customer document is defined as printed material containing text and/or graphics, of up to 50 pages, 8 1/2" x 11" in size. Larger numbers of pages shall be considered multiple documents.

D. Domestic Express Delivery Alternative

The maximum annual number of documents to be offered to any Customer per calendar year under this section preceding, for the listed AT&T service on which the FAX delivery trouble occurred, will be as follows:

<u>AT&T Service Type</u>	Maximum Documents Per
	<u>Customer</u> <u>Per Calendar Year</u>
AT&T CustomNet Service	2
AT&T UniPlan Services	8

Effective: March 22, 1999

LOCAL EXCHANGE SERVICES

9. AT&T DIGITAL LINK

Software Defined Network Service

A. Schedule B

	Initial 18 Seconds or Fraction			Each Additional 6 Seconds or Fraction		
	Day	Evening	N/W	Day	Evening	N/W
0 - 33	\$.0054	\$.0054	\$.0054	\$.0018	\$.0018	\$.0018

AT&T UniPlan Service - Dedicated Access

	Initial 30 Seconds or Fraction			Each Additional 6 Seconds or Fraction		
	Day	Evening	N/W	Day	Evening	N/W
0 - 33	\$.0090	\$.0090	\$.0090	\$.0018	\$.0018	\$.0018

AT&T UniPlan Service Basic Service Option - Dedicated Access

	Initial 30 Seconds or Fraction			Each Additional 6 Seconds or Fraction		
	Day	Evening	N/W	Day	Evening	N/W
0 - 33	\$.0100	\$.0100	\$.0100	\$.0020	\$.0020	\$.0020

AT&T UniPlan Service FlatRate Pricing Option - Dedicated Access

	Initial 30 Seconds or Fraction			Each Additional 1 Second or Fraction		
	Day	Evening	N/W	Day	Evening	N/W
0 - 33	\$.0090	\$.0090	\$.0090	\$.0003	\$.0003	\$.0003

Effective: March 22, 1999

LOCAL EXCHANGE SERVICES

9. AT&T DIGITAL LINK (Cont'd)

AT&T State Calling Service

A. Schedule B

	Initial 18 Seconds or Fraction			Each Additional 6 Seconds or Fraction		
	<u>Day</u>	<u>Evening</u>	<u>N/W</u>	<u>Day</u>	<u>Evening</u>	<u>N/W</u>
0 - 33	\$.0048	\$.0048	\$.0048	\$.0016	\$.0016	\$.0016

AT&T Virtual Telecommunications Network Service (VTNS)

A. Schedule E1

	Initial 18 Seconds or Fraction			Each Additional 6 Seconds or Fraction		
	<u>Day</u>	<u>Evening</u>	<u>N/W</u>	<u>Day</u>	<u>Evening</u>	<u>N/W</u>
0 - 33	\$.0054	\$.0054	\$.0054	\$.0018	\$.0018	\$.0018

AT&T CustomNet Service - Special Access

	Initial 30 Seconds or Fraction			Each Additional 1 Second or Fraction		
	<u>Day</u>	<u>Evening</u>	<u>N/W</u>	<u>Day</u>	<u>Evening</u>	<u>N/W</u>
0 - 33	\$.0090	\$.0090	\$.0090	\$.0003	\$.0003	\$.0003

AT&T UniPlan OneRate Service Option - Special Access

	Initial 30 Seconds or Fraction			Each Additional 1 Second or Fraction		
	<u>Day</u>	<u>Evening</u>	<u>N/W</u>	<u>Day</u>	<u>Evening</u>	<u>N/W</u>
0 - 33	\$.0060	\$.0060	\$.0060	\$.0002	\$.0002	\$.0002

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9. AT&T DIGITAL LINK (Cont'd)

AT&T UniPlan OneRate Service Option II

Initial 30 Seconds or Fraction				Each Additional 1 Second or Fraction		
	<u>Day</u>	<u>Evening</u>	<u>N/W</u>	<u>Day</u>	<u>Evening</u>	<u>N/W</u>
0 - 33	\$.0060	\$.0060	\$.0060	\$.0002	\$.0002	\$.0002

Effective: March 22, 1999

LOCAL EXCHANGE SERVICES

9. AT&T DIGITAL LINK (Cont'd)

SERVICE QUALITY GUARANTEES

Service Interruption Satisfaction Guarantee and Installation
Satisfaction Guarantee

Following is the schedule of credit applicable to eligible services,
per Service Type, per Main Billed Account

<u>AT&T Service Type</u>	<u>Maximum Credit Per Service Type Per Location Per Event</u>
AT&T CustomNet Service	\$25.00
AT&T UniPlan Services	\$300.00
Software Defined Network Service	\$300.00

<u>AT&T Service Type</u>	<u>Maximum 12-Month Credit Per Service Type For Main Billed Account</u>
AT&T CustomNet Service	\$300.00
AT&T UniPlan Services	\$2,000.00
Software Defined Network Service	\$5,100.00

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE FILING BY AT&T) COMMUNICATIONS OF THE MIDWEST, INC.) FOR APPROVAL OF AT&T DIGITAL LINK) SERVICE)	ORDER APPROVING WITHDRAWAL OF FILING AND CLOSING DOCKET TC98-151
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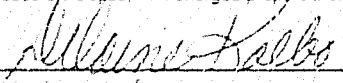
On September 4, 1998, the South Dakota Public Utilities Commission (Commission) received a filing by AT&T Communications of the Midwest, Inc. (AT&T) seeking approval to introduce AT&T Digital Link Service in its Local Exchange Service tariff for business customers. AT&T Digital Link Service permits local calling capability from a customer's premise utilizing Direct Outward Dialing over dedicated digital facilities. AT&T requested that the tariff be approved to be effective simultaneously with the decision granting AT&T's emergency motion in Docket TC96-184 or with approval of the final Contract whichever occurs first. This tariff is filed with an effective date of October 5, 1998.

On September 10, 1998, the Commission electronically transmitted notice of the filing and the intervention deadline of September 21, 1998, to interested individuals and entities. A Motion for Leave to Intervene was filed by Dakota Telecommunications Group, Inc. (DTG) and its subsidiaries Dakota Telecom, Inc. (DTI) and DTG Community Telephone, Inc. (DCT) on September 16, 1998. At its regularly scheduled September 23, 1998 meeting, the Commission granted DTG, DTI, and DCT's request for intervention. On February 5, 1999, AT&T filed a revised tariff with an effective date of March 22, 1999. At its regularly scheduled meeting of March 25, 1999, the Commission considered this matter. AT&T was advised that Commission approval was not required for this filing. After a discussion, AT&T asked to withdraw the filing and requested that the docket be closed.

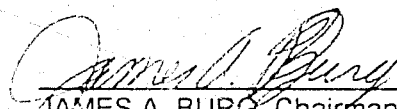
The Commission has jurisdiction in this matter pursuant to SDCL Chapters 1-26 and 49-31. The Commission unanimously voted to allow AT&T to withdraw its filing and to close the docket. It is therefore

ORDERED that docket TC98-151 is hereby withdrawn and the docket is closed.

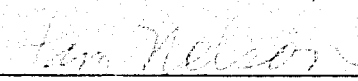
Dated at Pierre, South Dakota, this 30th day of March, 1999.

CERTIFICATE OF SERVICE	
<small>The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.</small>	
By	
Date	<u>3/31/99</u>
(OFFICIAL SEAL)	

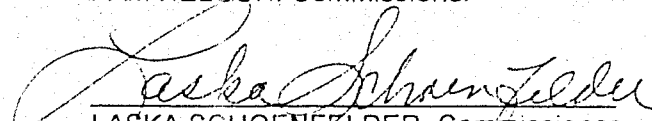
BY ORDER OF THE COMMISSION:



JAMES A. BURD, Chairman



PAM NELSON, Commissioner



LASKA SCHOENFELDER, Commissioner